

**Solicitation Number: RFP #120721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rausch Electronics USA, LLC, 1686 Opportunity Ave., Chambersburg, PA 17201-7851 (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 Underground Infrastructure Inspection and Rehabilitation Equipment 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all 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, 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-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. *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.

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 not 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 an 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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Rausch Electronics USA, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/13/2022 | 10:08 PM CST

DocuSigned by:
M.J. DuBois
By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 1/13/2022 | 8:34 AM PST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 1/14/2022 | 8:09 AM CST

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Tuesday October 19, 2021 06:37:03
Submitted On: Sunday December 05, 2021 14:10:59
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: a69afb87-d33a-4ef8-8d02-f2b542d50eca
Submitter's IP Address: 47.205.81.175

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") | Rausch Electronics USA, LLC FEIN: 20-0913472 |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | n/a |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Rausch USA |
| 4 | Proposer Physical Address: | 1686 Opportunity Ave Chambersburg, PA 17201-7851 |
| 5 | Proposer website address (or addresses): | www.rauschusa.com |
| 6 | 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): | M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter. DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004 |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004 |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Gregory Hall, President Rausch USA 1686 Opportunity Ave. Chambersburg, PA 17201 ghall@rauschusa.com 717-709-1005 |

Table 2: Company Information and Financial Strength

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

| | | |
|---|---|---|
| 9 | <p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p> | <p>For over 38 years Rausch has been developing and producing TV inspection systems for optical pipe and sewer inspections as well as leak detection systems. Their company quality standards are reflected in their products, services, and processes. It all started in 1983 with Rausch GmbH in Germany with four employees. Today Rausch is one of the world leaders in the field of TV inspection equipment and leak testing systems for optical pipe and sewer inspections, offering not only the best machinery made in Germany, but also comprehensive service around the globe. Rausch USA is an extension and wholly owned subsidiary of Rausch GmbH and has continued to grow and expand throughout its inception in 2004. Rausch USA utilizes the base equipment from Germany and works with customers to install the equipment into transport vehicles which are built and optioned to the customer's requirements. Rausch USA also provides service, parts, support, and training either directly or through their extensive Dealer network. While they have moved several times due to growth they have remained in the Chambersburg, PA area and they support the community through charitable contributions of both time and money.</p> <p>Rausch Recipe for Success:</p> <ul style="list-style-type: none"> * Vertical Integration of around 90 percent, * Superior level of quality by controlling the material used in building the product, * Modular design that allows the customer to mix and match and easily upgrade later, * Designed with quick set-ups saving our customers time and money every day. <p>Historical Milestones:</p> <p>1983: Company was founded. Wolfgang Rausch started the company with four employees.</p> <p>1985: Stefan Rausch joined the company. He is the current CEO, and is the son of Wolfgang Rausch, the founder.</p> <p>1986: Moved into the first plant. Employees increased to 15. First prototype of a pan & tilt camera was built.</p> <p>1993: Expanded into a second building. Employment increased to 28.</p> <p>2004: Rausch Electronics USA founded.</p> <p>2009: Market introduction of the M-Series.</p> <p>2014: German facility - Doubled floor space (added an additional 45,000 sq. ft.) moved machine shop to the main building. Expanded production and development. Everything now under one roof in Germany.</p> <p>2017: USA Facility – Expanded from a 20,000 sq. Ft. Facility into a 36,000 sq. ft. Facility, implemented a new ERP-system, and greatly grew the Dealer network in the USA.</p> <p>2017: German Facility - achieved ISO Certification and released LATRAS (Lateral Tracking System).</p> <p>2018: RCA 4.0 Full HD released. Released in 2019 in the USA.</p> <p>2019: Quandt purchases Rausch. Rausch Germany and Rausch USA are combined into a group with previously purchased minCam (a leader in the push camera industry). Thus, forming a larger entity with a wider breath of product offerings.</p> <p>2020: New Products Released. At the end of the year the smaller tractors (C90 and L90) and the Omicron push camera systems were announced.</p> <p>Rausch Mission Statement: To provide advanced and innovative products for pipe inspection and point repair that match the ever-changing and evolving demands of success-oriented customers. Where reliable fast service and repair are guaranteed.</p> <p>Work Philosophies & Values:</p> <ul style="list-style-type: none"> * Make Incremental Progress & Improvements. * Maintain an Accommodating / Respectful Environment. * Institute Ethically Sound Operating Processes (do the right thing even if it is the hard thing). * Utilize Data and Information for Decision Making (what gets measured gets done). * Follow Best Industry Practices. |
|---|---|---|

| | | | |
|----|---|---|---|
| 10 | What are your company's expectations in the event of an award? | <p>Rausch is excited about the possibility of an awarded Sourcewell Contract. They have an expectation that a contract awarded will allow Sourcewell Members access to their innovative, exceptionally built, and customizable product solutions at heavily discounted prices.</p> <p>An award will also allow Rausch to participate in reinforcing their goals of superior sales and service support by offering a tool for their dealers to utilize in expanding their market reach.</p> <p>Most of Rausch Dealers are "government houses" that specialize in sales to municipal customers. These specialized dealers have been actively promoting Rausch's equipment extensively throughout the US and Canada.</p> | * |
| 11 | 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. | Rausch is financially sound. Their strength is supported by the attached Bank Reference Letter, D&B report and Pennsylvania's Certificate of Good Standing. | * |
| 12 | What is your US market share for the solutions that you are proposing? | The total CCTV crawler camera system market for the US in 2019 was \$145 million USD and is expected to reach \$353 million by 2025 based on the annual growth rate (CAGR) of 14.5%. Rausch Electronics has had continued growth of 15%+ since operations began in 2004 and has roughly a 10% market share. | * |
| 13 | What is your Canadian market share for the solutions that you are proposing? | Rausch Electronics' current market share in the Canadian provinces is under 5%. A recent dealer addition within British Columbia is their initial entrance into the Canadian marketplace. Their products have been well received and further expansion is planned into the provinces. As the dealer network is established this will have an on-going incremental sales impact over the next couple of years. | * |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Rausch has never petitioned for bankruptcy protection. | * |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>B, Rausch is best described as a manufacturer, located in Chambersburg, Pennsylvania, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies that employ their own sales and service staff and support. The dealerships are assigned a geographic territory for exclusive Rausch product representation.</p> | * |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>Rausch USA has a Vehicle Manufacturer License for the State of Pennsylvania, Rausch also holds a Pennsylvania Sales Tax License (see attached docs), the state of the manufacturing plant. Rausch USA also holds Sales & Use Tax licenses in Arkansas, California, Colorado, Florida, Georgia, Iowa, Indiana, Kansas, Kentucky, Maryland, Michigan, Minnesota, North Carolina, North Dakota, Nebraska, New Jersey, Nevada, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, Wisconsin, West Virginia, and Wyoming. In addition, Rausch USA is registered with the department of state in California, Colorado, Delaware, Florida, Kentucky, Maryland, Michigan, New Jersey, Ohio, Texas, and Virginia. Rausch has the ability to obtain any registration or license that is needed for sale in any state.</p> <p>Rausch Dealers have Dealer's licenses in their respective states.</p> | * |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Rausch has not been suspended or disbarred during the past ten years. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>In 2020 Rausch was awarded the Business Hall of Fame Award for six years in "Best of Manufacturers" category. Award administered by the Chambersburg Chamber of Commerce.</p> <p>For 2019 to 2020 awarded the "Company Appreciation Award" of the year from the Association of Supply Chain Management or ASCM (formally APICS). For time donated and provided tours. Award from the ASCM DC Metro Chapter.</p> <p>Rausch USA is located within the greater area of Chambersburg, Pennsylvania. Rausch feels it is their obligation to give back to the community as they are in business for more than just profit. Most of their employees live in this area and as such they try to focus on smaller local groups versus nationwide organizations. The organizations Rausch donates to align with their business values, benefit the local community, and are usually overlooked by the larger companies. Rausch USA is proud to have been recognized as a long-standing member of the Chambersburg Chamber of Commerce and by the following organizations.</p> <ul style="list-style-type: none"> • American Society for the Prevention of Cruelty to Animals • Associated Pennsylvania Constructors • Building Our Pride in Chambersburg, Inc. • Central PA Food Bank • Chamber of Commerce • Chambersburg Area Middle School Take Home Meals for Students • Chambersburg Area School District Foundation • Exchange Club Foundation • Franklin County Science Fair • Franklin Fire Company No. 4 • Franklin Science Center • Green Flag Racing • Muscular Dystrophy • Pennsylvania Lady Steel • South Hampton Township Parks & Recreation • United Way of Franklin County |
| 19 | What percentage of your sales are to the governmental sector in the past three years | <p>2020 – 47% of total sales were to the government sector. 2019 – 33% of total sales were to the government sector. 2018 – 39% of total sales were to the government sector.</p> |
| 20 | What percentage of your sales are to the education sector in the past three years | Less than 1% of total sales were to the education sector. |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Rausch USA has been on the HGAC Buy Contract since 2015. Currently Rausch USA is on the HGAC Buy contract for May 1, 2021 through December 31, 2023. There are no other contracts held by Rausch.</p> <p>Rausch sales on HGAC: 2018 - \$300,000 2019 - \$1,000,000 2020 - \$600,000</p> |
| 22 | 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? | Rausch does not currently possess any GSA contracts or Standing Offers and Supply Arrangements. |

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--|---|----------------|---|
| City of Lafayette 1290 S. Public Road Lafayette, CO 80026 | Gil Torrez - See attached Letter gilbert.torrez@lafayetteco.gov | 303-665-5588 | * |
| Clifton Sanitary District 3217 D Road Clifton, CO 81520 | Eli Jennings - See attached Letter ejennings@cliftonsanitation.com | 970-434-7422 | * |
| James City Service Authority 119 Tewning Road Williamsburg, VA 23188 | Douglas Lang - see attached Letter | 757-259-4114 | * |
| City of Hagerstown 1 Clean Water Circle Hagerstown, MD 21740 | Brian Brandt bbrandt@hagerstownmd.org | 240-625-5670 | |

Table 5: Top Five Government or Education Customers

Line Item 24. 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 * | |
|-------------------------|---------------|--------------------|------------------------------------|------------------------|----------------------------------|---|
| City of Jersey City | Government | New Jersey - NJ | Purchase of turnkey CCTV equipment | 2 Units | \$512,312.00 | * |
| City of Woodland | Government | California - CA | Purchase of turnkey CCTV equipment | 1 Unit | \$365,000.00 | * |
| City of West Sacramento | Government | California - CA | Purchase of turnkey CCTV equipment | 1 Unit | \$325,000.00 | * |
| City of Rockville | Government | Maryland - MD | Purchase of turnkey CCTV equipment | 1 Unit | \$322,000.00 | * |
| City of Clifton | Government | Colorado - CO | Purchase of turnkey CCTV equipment | 1 Unit | \$295,000.00 | * |

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 * | |
|-----------|---|--|---|
| 25 | Sales force. | Rausch's sales team is comprised of a National Sales Manager, an Inside Sales Manager, two sales admin support personnel, and three regional sales managers. All of Rausch's sales team work with the dealers and end users in a consultative approach, to ensure their customer gets the optimal equipment to provide solutions. | * |
| 26 | Dealer network or other distribution methods. | Rausch products are sold, serviced and rented through a network of authorized dealers throughout the US and Canada. Rausch's dealers are contractually exclusive and are trained in the selling, servicing and maintenance of the equipment. Each dealer is required to have service, sales and parts support for the Rausch product line. Each dealer employs sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. See attached Dealer Listing. | * |

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|----|--|---|---|
| 27 | Service force. | <p>Rausch's service team is comprised of a Service Manager, five Service Technicians, an Applications Engineering Manager, an Applications Engineer and support staff.</p> <p>All of Rausch's service team work with the dealers and end users to provide impeccable service to minimize end user's down time.</p> | * |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>The Sourcewell Member or dealer will contact the Rausch Internal Sales Manager for initial information, contract questions and quotations. The Internal Sales Manager will work up the Sourcewell quotation, and unit specifications and forward to the DuCo Team. The DuCo team will review the items to make sure the quotation meets the Sourcewell Contract requirements, terms, and conditions and respond back to the Internal Sales Manager. The Internal Sales Manager will then send the approved Sourcewell Quotation and Specifications to the dealer for the dealer to present to the Sourcewell member. The Member will issue a Purchase Order directly to Rausch. Rausch will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel, and have the Member sign delivery docs. Rausch will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.</p> <p>In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and the DuCo team will be the "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.</p> | * |
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Rausch's Service Facility Location: Rausch Electronics USA, LLC. 1686 Opportunity Ave Chambersburg, PA 17201 717-709-1005 Main Office Email serviceparts@rauschusa.com Matt Kohler (Service Manager)</p> <p>When the customer requires a unit or component to be returned for factory repair, they would go to rauschusa.com, click on the Service tab and select "Return Authorization Form" from the dropdown menu. The link is https://www.rauschusa.com/services/return-authorization-form/ The form would be completed by the customer and submitted. After submission an RMA number would be generated and sent to the email the customer provided. Once the RMA is received by the customer, they would print a copy and include it in their packaging. One RMA form is filled out for each piece of equipment that is to be returned.</p> <p>Upon receipt of the item for repair, Rausch USA has a typical repair time of less than five days. This time frame does not include shipping as that is dictated by customer preference.</p> <p>Rausch's Service Department has five qualified/factory trained service personnel and two Applications Engineers on hand. All five are IPC certified and the Application Engineers have previously been Service Technicians. There are also factory trained service personnel at the dealer locations across the USA.</p> | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Rausch USA is committed to providing products and services throughout the US and Canada. Providing an unmatched quality product, exceptional service, building and maintaining excellent relationships with customers and dealers built on trust is the priority. Rausch's innovation and reliability of its products have made Rausch known all over the world.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Rausch USA is committed to providing products and services throughout Canada. Rausch will be implementing additional dealer partnerships into the Canadian territories and looks to continue to establish growth into the area. Rausch has supported an will continue to support the current Canadian customer base in sales, and service.</p> | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>Rausch USA has much of the United States covered through a Dealer network and the remaining States and Canada are covered through direct sales efforts.</p> <p>There will be no area that Rausch will not serve in this proposed contract.</p> | * |
| 33 | 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? | <p>Rausch wishes to sell to and support all Sourcewell Members and sees no restrictions for any entity sectors.</p> | * |

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| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Rausch has no additional requirements or restrictions for Alaska, Hawaii or any US Territory other than time in shipment and the applicable cost of shipping. All items will be disclosed on the quotation prior to a member issuing a Purchase Order. | * |
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Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 35 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Rausch will promote their Sourcewell affiliation via marketing strategies that are centered around printed and digital targeted content, aiming to effectively increase brand awareness and organic traffic for both institutions.</p> <p>In the event of an award Rausch would immediately announce the award as followings:</p> <ul style="list-style-type: none"> • Write and send out a Press Release. • Publish the award on their Social Media accounts. • Advertise the Contract on their company website. • Advertise the Contract at our booth in Trade Shows. • Add the Sourcewell logo on any advertisement in Trade magazines. • Actively recruit new government agencies to Rausch's contract. <p>Rausch will train their internal and dealer's sales force with the assistance of DuCo, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.</p> <p>Attached are brochures and flyers currently distributed at events and shows as well as throughout our dealer network. Rausch participates in six major shows annually across the U.S, showcasing the product lines and affiliation with partner institutions in the process. Sponsorships and premium membership status provide Rausch prime real estate locations at shows like WWETT, WEFTEC, Miami Water Expo, ACE 21/AWWA, Tri-State show and more, where thousands of potential and existing customers attend.</p> <p>Internally Rausch distributes over 11,500 brochures annually via the above-mentioned channels and nearly 30,000 ads impressions circulating via their magazine partnerships. Once awarded a Sourcewell Contract, Rausch will add Sourcewell Logos to their Print ads, literature and their website.</p> | * |

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| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Rausch USA understands the need of a strong digital presence, to achieve this, they have created a "Digital Marketing Roadmap" consisting of the following:</p> <p>Establishing Our Online Presence: Prospects are searching for products and services online: Rausch needs to be where they are sourcing. An effective website that works is the cornerstone of a well-designed digital strategy. This incentivized Rausch to completely redesign their website to provide their customers with a more interactive and user-friendly experience.</p> <p>Advertise and Grow Quality Traffic Implementing strategies that drive qualified buyers to Rausch website is proven to earn new business. Their goal is to engage potential customers early on with the right balance of content, placement, and outreach.</p> <p>Generate Leads & Engage Prospects Converting anonymous traffic into leads helps the sales team contact and engage potential customers to start sales discussions, progressively leading prospects to download helpful content from the website providing value and earning their contact information, request quotes and eventually close the sale</p> <p>Rausch utilizes digital resources listed below to better Identify, target, promote and track the effectiveness of their marketing campaigns, traffic, and conversions.</p> <ul style="list-style-type: none"> • Social media Ads (Facebook, LinkedIn, Youtube, Twitter) • SEO via Google Ads • PPC Ads via Google Ads - more budget to keywords that perform the best • Targeted Ads • Email Marketing via Hubspot • Lead Generation software via GovSpend • Influencer Marketing via their partners digital distribution networks <p>Sourcewell Integration to Rausch Marketing Strategy:</p> <ul style="list-style-type: none"> • Permanent placement in prime real estate under the rauschusa.com website. • Link to the Sourcewell-mn.gov portal encouraging to "Join the growing Sourcewell community of government agencies, educational institutions, tribal nations, and nonprofit organizations today!". • Following and interacting with Sourcewell's social presence over Facebook, LinkedIn, YouTube, and Twitter. • Included under "Keyword Search" for SEO. Included under our "Keyword Search" for PPC. • Encouraged advertising via partner digital distribution networks. <p>Contacting the User Contact Form (this Application) By filling in the contact form with their Data, the user authorizes this Application to use these details to reply to requests for information, quotes or any other kind of request as indicated by the form's header. Personal Data collected: address, city, company name, email address, first name, phone number, state, website and ZIP/Postal code.</p> |
| 37 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>With the Rausch entry into the Sourcewell contract they would anticipate assistance from Sourcewell in directing its members to the Rausch USA brand. Rausch USA would also appreciate being informed of any customer inquiry so that they may communicate to their local Dealers and a conversation with said customer can occur. Sourcewell can also assist through:</p> <ul style="list-style-type: none"> • Government Contacts, by providing access to fleet and procurement decision makers who have become Sourcewell Members looking to purchase utilizing Sourcewell Contacts. • Education, by providing Rausch key team members with Sourcewell knowledge through live or remote training, trade show involvement, and consulting. • Legislation, by driving legislative approval efforts to adopt the Sourcewell contracts. • Sales / Marketing Materials, by providing training and education materials on the workings and benefits of the Sourcewell contract. |
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>The products represented in this response do not lend themselves to E-Procurement. The products are "made to order" and have an extreme number of variables.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| <p>39</p> | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>Training of newly purchased units is completed at time of delivery by either the local dealer or a factory trainer. There are standard and optional training packages available. For extended training, there are factory trainers and factory trained dealer trainers available to assist the customer at their facility. The extended training is not complimentary and the end users are charged for travel time of qualified trainers by the day. Two days is recommended for this type of training.</p> <p>Follow-up factory training is available to the customer at Rausch's manufacturing facility located at 1686 Opportunity Ave, Chambersburg, PA and can be arranged on the customer's site.</p> <p>Service Training is normally performed in Rausch's facility in Chambersburg, PA. Rausch offers their customers and dealers maintenance and service training. For the Service training options visit the website link at https://www.rauschusa.com/services/service-training/</p> <p>Rausch also offers customer loaners if required. More information can be found at https://www.rauschusa.com/services/loaner-program/</p> |
| <p>40</p> | <p>Describe any technological advances that your proposed products or services offer.</p> | <p>Rausch has always been a leader in development of CCTV sewer inspection equipment. Advances include:</p> <ul style="list-style-type: none"> • The RCA 4.0 Full High Definition (HD) system operating on the patented twisted pair technology. Used for mainline, lateral launching or laser profiling applications. • The portable Omicron which combines full HD with push or crawler operation options. • The MOBILE pro which is a small portable CCTV system that has 1000 feet capability. It can be used with standard definition (SD) or HD capability. • The portable Tablet (TAB) which can be used with a full HD truck mounted system, a MOBILE pro or with an Omicron, this allows users to be familiar with all the products and potentially saving money with loaded software. • The Rausch Laser Profiling and Lateral Launch systems are viewed as the best in the industry. • Light weight Vehicle Builds that fall under required commercial driving licensing requirements. • Multiple availability of commercial software packages. <p>In addition, Rausch products have some key features that the competition does not, including:</p> <ul style="list-style-type: none"> • A versatile single tractor approach which can be used for a wide range of pipe sizes. • Minimum Wear Items. Reliable components and parts. • Tractors use no clutches or chains as drive mechanisms. • Twisted Pair cable re-terminations are easy to perform (not difficult-to-repair fiber). • Excellent picture quality. • Standard hardware is used not expensive proprietary hardware. • The software providers and Service group can remotely log into customer's vehicles. • Ease of tractor wheel changeover for different pipe sizes. • Tractor Durability (heavy, robust, can add weights, sealed, nitrogen filled). • Lateral Inspection ease-of-use (top loading, easy changeover, electric lift, etc.). • Standard Test Boxes available for customer troubleshooting. |
| <p>41</p> | <p>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.</p> | <p>Rausch has many green initiatives built into their manufacturing. These initiatives are intertwined with their ISO certifications.</p> <p>ISO 9001-2015 ISO 9001 is defined as the international standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements. To become ISO certified, a company or organization must submit documents that report its internal processes, procedures and standards. These documents (or Quality Management System) determines that a company is able to provide quality products and services consistently.</p> <p>Some of the main benefits of ISO 9001 certification include:</p> <ul style="list-style-type: none"> • Suitable for both small and large organizations • Better internal management • Less wastage • Increase in efficiency, productivity and profit • Improved customer retention and acquisition • Consistent outcomes, measured and monitored • Globally recognized standard • Compatible with other ISO standards • Accreditation by DAkkS <p>ISO 14001-2015 ISO 14001 is the international standard that specifies requirements for an effective environmental management system (EMS). It provides a framework that an organization can follow, rather than establishing environmental performance requirements. It helps organizations improve their environmental performance through more efficient use of resources and reduction of waste, gaining a competitive advantage and the trust of</p> |

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| | | <p>stakeholders.</p> <p>The benefits of showing conformance to the ISO 14001 standard are numerous:</p> <ul style="list-style-type: none"> • Cost savings in waste, recycling and consumption • Advantage over competitors when tendering for business • Management of environmental risks • Compliance with individual countries environmental regulations • Demonstrates your commitment to improving the environment • Shows you are a responsible future focused organization • Can reduce insurance cover costs • Can increase employee engagement in the knowledge that they are working in an environmentally friendly organization <p>ISO 45001-2018 ISO 45001:2018 specifies requirements for an occupational health and safety (OH&S) management system, and gives guidance for its use, to enable organizations to provide safe and healthy workplaces by preventing work-related injury and ill health, as well as by proactively improving its OH&S performance. ISO 45001 is concerned with mitigating any factors that are harmful or that pose a danger to workers' physical and/or mental well-being.</p> <p>The benefits of showing conformance to the ISO 45001-2018 standard are:</p> <ul style="list-style-type: none"> • Positions the Business as an Industry Leader. • Increases Trust. • Consistency means Efficiency. • Lowers Insurance Premiums. • Improves Individual Safety as well as Organizational • Improves Managerial Oversight. • Preventative Risk and Hazard Assessment • Increases Return on Investment (ROI) • Occupational Focus • Deals with Risk and Opportunities. <p>ISO 50001-2018 ISO 50001 specifies requirements for Energy management systems. The standard aims to help organizations continually reduce their energy use, and therefore their energy costs and their greenhouse gas emissions. The certification specifies requirements for establishing, implementing, maintaining and improving an energy management system (EnMS). The intended outcome is to enable an organization to follow a systematic approach in achieving continual improvement of energy performance and the EnMS. Companies have to develop a policy for more efficient use of energy. Fix targets and objectives to meet the policy. Use data to better understand and make decisions about energy use.</p> <p>The benefits of showing conformance to the ISO 50001-2018 standard are:</p> <ul style="list-style-type: none"> • Reduce/manage energy usage and operating costs. • Continually improving the energy-related processes. • Reduce greenhouse gas emission when using energy more efficiently. • Creating structured methods for identifying energy indicators to reduce the overall cost. • Through the use of 3rd party auditors, energy usage reporting is deemed more reliable by the market. • Create Awareness of Roles in the Workplace. |
| 42 | 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. | ISO 9001-2015 Certification - see attached ISO 1401-2015 Certification - see attached ISO 45001-2018 Certification - see attached ISO 50001-2018 Certification -see attached. |
| 43 | 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. | Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Rausch is utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Rausch is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have veterans currently employed. |

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| 44 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Company Attributes: Rausch is a worldwide leader in the CCTV marketplace. Engineering and system Manufacturing is performed in Germany, while Assembly, Installation, and Commissioning are performed in the US (for the North American marketplace).</p> <p>Communication, Logistics, and Strategy are seamless as Rausch USA is a wholly owned subsidiary of Rausch GmbH.</p> <p>High quality standards as Rausch GmbH has the following certifications: ISO 9001-2015 Quality Management System ISO 14001-2015 Environmental Management ISO 45001-2018 Health & Safety ISO 50001-2018 Energy Management</p> <p>Rausch has been designing and introducing products into the industry since 1983 or some 38 years.</p> <p>Unlike their competitors, most Rausch Dealers are authorized Service providers.</p> <p>Product Attributes: Rausch is one of the few manufacturers to offer high-definition equipment along with a patented method to transport this information over twisted pair cable. This allows a much simpler cable repair process (versus fiber).</p> <p>Modularity is built into the equipment. This can be seen throughout, examples: o Rausch single platform Tractors can easily be changed to do multiple pipe diameters. o Simplified wheel removal. o Lateral Launch options are easily added to Rausch Tractors, when needed. o Rausch offers various cameras with each set-up, and these can be changed-over quickly. o Tractor lifts, weights, additional lights, & other accessories are quick to add.</p> <p>Large Product Breadth. Rausch sells portable inspection systems, mainline systems, lateral launch systems, High Definition and Standard Definition systems, push cable systems (manufactured by our sister company – minCam) and a point repair product.</p> <p>Service Attributes: Due to Rausch products modularity, if there is an issue or product needing repair, it can usually be diagnosed to the equipment component and quickly returned to the US Headquarters or a local dealer for repair. Repair lead-time averages less than 6 days.</p> <p>Rausch has a program that provides loaner equipment to customers that cannot have equipment down for a job – this is offered free of charge.</p> <p>Rausch equipment allows Service personnel to access the equipment if there is a problem so diagnosis can occur remotely.</p> <p>Rausch performs Service Maintenance Training for new and existing users twice a year. This allows the customer to better understand the product, how to maintain it, troubleshoot it if necessary, and even how to repair it.</p> <p>Rausch products are known to be consistently reliable due to their equipment's high-quality manufacturing, and durability.</p> <p>Proposed Solutions: Rausch believes that their equipment is one of the easiest to use, maintain and repair in the industry. They had been focused selling mainly to contractors in the US until five years ago. At that time, they expanded their Dealer network and became more familiar with the Municipal and Government marketplaces. They believe that they can offer Sourcewell's customers solutions they may not have heard about or be familiar with. Rausch's growth into this marketplace has been significant and is a result of being better than their competitors.</p> |
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Table 9: Warranty

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

| Line Item | Question | Response * |
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| 45 | Do your warranties cover all products, parts, and labor? | Yes, Rausch will Repair or Replace (excluding obvious restrictions – misuse, product alteration, no maintenance). The “Repair or Replace” covers parts, products, and labor. See attached warranty statement. | * |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No, there are no usage restrictions or adverse coverage restrictions. | * |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>Upon purchase of the Vehicle/equipment, the customers are trained and supplied with test equipment to troubleshoot the system down to the problem component level. The meaning of component, in this instance, is larger items like cameras, tractors, control units, etc. Once the component is identified, the customer sends the component back to the factory or authorized dealer for repair. Average repair times are < 6 days. If this causes any inconveniences, the customer has the option of asking for a loaner component, which can be borrowed, free of charge until the repair is complete. Nearly all in-warranty repairs are performed at the factory or factory trained service dealer as the desire is to understand the failure to prevent it from happening again.</p> <p>If for any reason a technician is required to visit a customer to resolve an in-warranty issue the expense of the technician's travel time, their mileage and any needed accommodations are covered by Rausch USA.</p> | * |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>There are no geographic regions we cannot provide a certified technician to perform in-warranty repairs.</p> <p>As previously discussed, there are multiple phases that occur before a certified technician would have to be dispatched to perform any warranty service.</p> <p>1. Upon purchase of the Vehicle/equipment the customers are trained and supplied with test equipment to troubleshoot the system down to the problem component level. The meaning of component, in this instance, are larger items like cameras, tractors, control units, reels etc. Once the component is identified, the customer sends the component back to the factory or authorized dealer for repair. Average repair times are < 6 days. If this causes any inconveniences, the customer has the option of asking for a loaner component which can be borrowed, free of charge until the repair is complete. Nearly all in-warranty repairs are performed at the factory as the desire is to understand the failure to prevent it from happening again.</p> <p>2. If the customer is near one of the dealers or Rausch's main office, the vehicle/equipment can be brought to that location, evaluated, and most times repaired.</p> <p>3. Rausch USA can also send a certified technician to the customer's site. This usually is only needed if the issue is unknown and cannot be narrowed down to root cause with certainty.</p> <p>Component replacement can be made anywhere a transportation service can travel to (i.e., FedEx, UPS, USPS, etc.). If a Service Technician has to be dispatched, they can arrive anywhere in North America. For in-warranty repairs, the technician's travel time, their mileage and any needed accommodations are covered by Rausch USA.</p> | * |
| 49 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>Rausch USA covers the warranty of the equipment and products that they manufacture. This includes all the Rausch equipment, equipment manufactured by minCam (a sister company) and Uhrig's Quick Locks (a partner). Rausch also covers any of the workmanship as part of a vehicle build out.</p> <p>While Rausch USA does not cover other O.E.M.'s products or warranties, they do facilitate needed repairs between the actual manufacturers and the customer. The products could be computers, monitors, software, generators, or vehicles (Ford, Mercedes, Nissan). Rausch USA will supply contact information, assist with discussions, and facilitate any needed conference calls or meetings.</p> | * |
| 50 | What are your proposed exchange and return programs and policies? | There are no exchange or return programs as most items are built to order. There is a loaner program offered to customers for items that are not in working order until them items are fixed. | * |

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| 51 | Describe any service contract options for the items included in your proposal. | <p>Basic Service: All Rausch products are covered by a one-year warranty. The warranty covers all products, parts, and labor. Rausch's warranty covers only Rausch equipment and Rausch manufacturing. For products other than Rausch equipment the customer will utilize the warranties from the original manufacturer. If there are issues with non-Rausch equipment sold to the customer Rausch will help facilitate communications as needed.</p> <p>Self-Service: Rausch provides Service Training to customers. To perform customer self-service Rausch recommends the customer have a one to two year trained Electronic / Electrical Technician on staff. Rausch will then train the technician who will be able to troubleshoot and solve most issues. Replacement parts can be expedited to the technician from Rausch's factory location.</p> <p>Extended Warranty: Rausch offers an extended Service Agreement that extends the existing warranty for one additional year (on Rausch equipment). These Service Contracts are available on a case-by-case basis and designed with the customer to suit their needs.</p> <p>Dealer Service: Many Rausch Dealers offer maintenance agreements on the products. These agreements cover performing preventative maintenance, periodic cleaning of the equipment, stocking spare parts and performing repairs. The benefit of these plans, in most cases, is proximity of the Dealer to the customer. Each dealer would work with each end user to establish any service contract.</p> |
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Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 52 | Describe your payment terms and accepted payment methods. | Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis. Payments for units can be paid for by check, wire transfer or Automated Clearing House transfer (ACH). PCards can be used to purchase parts only. |
| 53 | Describe any leasing or financing options available for use by educational or governmental entities. | Rausch does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Rausch does not quote rates or terms for leasing; however it should be known to Members that we have this service available to them. Rausch will work with other Sourcwell Awarded Vendors (NCL) or any leasing agency of the Member's choice. |
| 54 | 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. | Rausch has not established any standard Sourcwell transaction documents at this time. In establishing these types of documents, the Sourcwell Contract itself will dictate the terms and conditions. |
| 55 | 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? | Rausch will only accept P-Cards up to a \$25,000 purchase as this is the limit the merchant services provider allows. Anything over this amount would either need to be check, ACH, or wire transfer. |

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 * |
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| 56 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Rausch's pricing is based on a discount off of the list price. The attached pricing is "List" price, showing the appropriate discounted price for Sourcewell Members. | * |
| 57 | 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. | Rausch is proposing a 5% discount on nearly all of the products offered. The discount is excluded from service contracts, commercial chassis, and customization labor rates. | * |
| 58 | Describe any quantity or volume discounts or rebate programs that you offer. | An additional 2% discount will be given on the purchase of 5 or more minCams. An additional 2% Rausch branded equipment discount will be given on any multiple system orders, 3 or more on the same PO. | * |
| 59 | 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. | It is Rausch's intention to cover all items available on their commercial price lists. Rausch does realize, there may be individual customized requirements that will not be listed. Rausch will provide any items "specific" to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 30%. There may also be labor costs charged for engineering these custom items into the system. Prior to accepting an order with Open Market items from a Sourcewell Member, Rausch will discuss the availability of a specific request and price the item. Any documentation of cost that Rausch can provide for these items will be presented on an individual basis when requested. | * |
| 60 | 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. | <p>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Rausch will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass-through cost to the member from the local dealer.</p> <p>Titling, registering, and inspecting the vehicle is usually the customer's responsibility and is not included in the price.</p> | * |
| 61 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>All freight charges are pre-paid and added to the Member quotation/invoice for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Rausch has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.</p> | * |

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| 62 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes that Rausch deliver via ocean transport, Rausch will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Rausch will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Rausch strives to provide the equipment as customer specified and to their satisfaction upon delivery. | * |
| 63 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Rausch does pass on negotiated, competitively bid freight pricing to their customers. Most of the Rausch Dealers do have units in stock and Members can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 64 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Rausch recognizes the value of the national Sourcwell Contract and as such gives the best discounts available to Sourcwell Members |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 65 | 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. | <p>Rausch builds in an automatic audit process because of the unique nature of this proposed contract representation with DuCo, LLC. DuCo, LLC, is the proposed Contract Administrator and the authorizer of all Sourcewell quotations and orders for Rausch. Rausch will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo authorizes the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Rausch will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.</p> <p>As a secondary check, when Rausch receives a municipal payment for a unit, they will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p> |
| 66 | 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. | <p>Metrics which will be added once awarded the contract listed below.</p> <ul style="list-style-type: none"> • Monthly Quote Request – Total of monthly pricing requests via Sourcewell. • Conversion Rate – Quote request to closed sales ratio. • Individual Dealer Sourcewell Sales Tracking. • Percentage of Municipality Sales Increase via Sourcewell |
| 67 | 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.) | Rausch proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees. |

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

| Line Item | Question | Response * |
|-----------|---|--|
| 68 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Omicron Push – The Omicron Push is a mobile system with compact transport dimensions that is suitable for sanitary sewer, Storm drainage, lateral/service line, and water main inspections. The Rausch-Tab can be optimally adapted to the operating conditions thanks to the variable folding option, rotating capability of the holder, the skids for stairs in addition to a rechargeable battery with exchangeable battery, and optional power adapter. The removable basket with quick release fastener as well as the simple quick-change system of the wheels support effective and efficient use of time. The Rausch Tab is a 12-inch tablet based integrated PC that controls the push system when used with push cameras allows to visually inspect, create reports, and record video in pipes from 2" to 16" up to distances of 260 ft.</p> <p>Omicron Drive - The Omicron Drive allows the operator full mobility to access lines in areas unable to be reached by vehicle mounted or larger portable style systems. The Omicron mobile system has an interchangeable drive option that allows you to utilize a driven steerable crawler/transporter and a camera head option that allows you to visually inspect, create reports, and record video in pipes from 4" to 24" up to distances of 650 ft. Suitable applications for this system are sanitary sewer, Storm drainage and water main inspections. The Rausch-Tab can be optimally adapted to the operating conditions thanks to the variable folding option, rotating capability of the holder, the skids for stairs in addition to a rechargeable battery with exchangeable battery, and optional power adapter. The removable basket with quick release fastener as well as the simple quick-change system of the wheels support effective and efficient use of time. This system is controlled by the Rausch Tab by dual function integrated joysticks allowing for full controls of tractor drive</p> |

functions and camera pan, tilt and zoom functions.

Rausch Mobile Pro – The MOBILE pro is suitable for sanitary sewer, storm drainage and water main inspections. This system can be configured with different tractor/camera configurations to allow for inspections in Standard Definition and High Definition. The Rausch Mobile Mainline system features a lightweight 1000 ft cable reel and built in 12" Rausch Tab with dual function joysticks allows for full controls of tractor drive functions and camera pan, tilt and zoom functions. Utilizing a driven steerable crawler/transporter and camera allows you to visually inspect, create reports, and record video in pipes from 4" to 72" (depending on crawler/camera combination) up to distances of 1000 ft. This portable system can be installed into vehicles or mounted into utility vehicles to be used where normal vehicle operation is not possible.

Rausch RCA 4.0 HD - The Rausch 4.0 HD modular system enables Full HD with a resolution of 1920x1080 pixels utilizing copper wire instead of fiber optic which provides improved quality of the inspection data and reduced operating costs base on simplified service requirements. Suitable applications for this system are sanitary sewer, Storm drainage, lateral/service line, and water main inspections. The system is operated by an industrial grade PC including a 15" touch screen and two multi-function joysticks to operate all camera and Crawler / Tractor configurations. The system consists of a cable drum with up to 1968 ft of cable that operates all camera and tractor mainline inspection options in SD or HD in pipe sizes from 4" to 120" (depending on crawler/camera configuration). The system can also be upgraded to perform laser profiling for pipe diameters from 8" to 48" measuring any pipe deviation or deflection. This allows users to determine if the pipe integrity has been compromised during installation. Additional interchangeability modules allow for lateral inspection from the mainline in diameters from 6" to 72" and diameters of lateral / service lines of 3-8" up to 160ft. The small compact design of the Rausch system eliminates the need for multiple systems by being able to change from mainline to lateral launch utilizing the same crawler / tractor.

Rausch Ecostar SD – The Rausch Ecostar modular system provides Standard Definition (SD) inspection of sanitary sewer, storm drainage, lateral/service line, and water mains. The system consists of a cable drum with up to 1300 ft of cable that operates all camera and steerable crawler / transporters options that allows you to visually inspect, create reports, and record video in pipes in SD and in pipe sizes from 4" to 120" (depending on crawler/camera configuration). The controls have a built in LCD monitor with integrated joysticks to operate all camera and Crawler/Tractor configurations. The system can also be upgraded to perform laser profiling which allows to measure pipe diameters from 8" to 48" to measure for any pipe deviation or deflection allowing users to determine if the pipe integrity has been compromised during installation. Additional modules allow for interchangeability to allow for lateral inspection from the mainline in diameters from 6" to 72" and inspecting diameter of lateral/service lines of 3/8" up to 160ft. The small compact design of the Rausch system eliminates the need for multiple systems by being able to change from mainline to lateral launch utilizing the same crawler/tractor.

Rausch minCam - The Rausch minCam product line is a series of manual push cameras that can inspect lines as small as 0.5" (for the mincord 5) and up to 16" (for the mc50 and mc80 series) based on system configurations. Cable lengths can be as short as 50 ft for the smaller diameters and up to 400 ft in 4" to 16" pipes. All systems capture video recording and voice which is stored onto a built in SD card. All cameras have locator sonde capability. Additional upgrades for the mc30, mc30 Duo, mc50, mc50 Duo, and mc80 consists of WIFI capability, Integrated keyboard for visual typed command recorded to the captured video report.

Rausch minCam 360 - The minCam360 pan & tilt push camera can push through 4" 90° P-Traps and inspect pipe diameters from 3" to 16" with the optional large roller upgrade. It features digital zoom as well as innovative self-adjusting "smart" LED lights. Includes tri-band selectable 512 Hz, 33 kHz, 640 Hz sonde frequencies. The Rausch minCam360 product line consists of 2 options for full pan and tilt manual push camera inspections. The minCam360 and minCam360 Compact. The system control unit provides 4 hours battery life, 8.4" monitor with SD card recording, handheld Bluetooth remote control for camera pan and tilt, zoom and lighting control and accessory case with centering skids up to 10". Push cable lengths of 200 ft to 300 ft are available with the minCam product line. The minCam360 Compact inspection system enables many different camera head technologies. The system control unit provides 4 hours battery life, 8.4" monitor with SD card recording and handheld Bluetooth remote control for camera pan and tilt, zoom and lighting control.

Inspection Software – Rausch USA partners with industry leading inspection software companies to provide our customers with cutting edge, reliable, data collection reporting software. By working with these companies, it also allows for other additional software to be used, examples include ESRI ArcGIS applications and Asset management software.

Rausch QuickLock - The QuickLock product family consists of four styles or trenchless point repair. Quicklock, Quicklock Flex, Quicklock Big and Quicklock Liner End. Quicklock and Quicklock Flex are strictly mechanical point repair systems for the inside repair of pipes. They can be installed in sanitary sewer, storm line and potable water applications. This revolutionary system consists of only two components, a 316L stainless steel sleeve structural body, covered by a seamless EPDM compression seal. Through the manhole, the sleeve is inserted into the pipe and placed over the damaged section. Using an inflatable packer, the sleeve is then expanded and permanently locked into position. Installation is quick and easy while ensuring a permanent fix. QuickLock sleeves can be installed with flow present since the packer is designed with a flow-through opening in the center. The installation packer can even be attached to most crawler / transporter brands currently on the market. The reduction in pipe diameter once installed is minimal maintaining much of the original inner diameter. The products are both NSF / ANSI Standard 61 (potable water) and ASTM F3110-14 (non-potable water) certified. The sleeves are a no-dig spot repair that can be installed in series if needed for repairs consisting of I&I (inflow and infiltration), root intrusion, structural defects, holes, voids, fractures as well as for abandoning service/lateral connections. The sleeves come in ranges that can be installed from 6" to 32". The QuickLock Liner End Sleeve is an innovative method to seal and protect CIPP liners where they enter and connect to the manhole. The sleeve body is of 316L stainless steel, covered by an EPDM rubber gasket designed to accommodate all common liner wall thicknesses that maintains the nominal width established by the liner. The system works strictly on mechanical compression – no resin or grout is involved. The sleeve is expanded by a specially designed packer and locks into place by the one-way ratchet locking gear mechanism. This system instantly and permanently eliminates two major problems after a CIPP (Cured in Place Pipe) liner is installed: (1) It fully seals the liner to the host pipe, preventing inflow along the liner running into the manhole. (2) It protects the liner-end section from potential physical damage caused by a root cutter or jetting nozzles. This repair method creates an air-tight water-tight between the host pipe and the installed choice of liner. They come in sizes from 6"- 24" in diameter. Sleeves are manually inserted into the host pipe from inside the manhole. A handheld packer is inserted into the pipe and the sleeve is then inflated and sealed to the host pipe and liner. The Rausch Quicklock Big sleeve is a product for permanently sealing leaking joints, radial and longitudinal cracks in accessible ducts and shafts from 32". The system consists of two materials, a 316L stainless steel body and an EPDM rubber compression sealing gasket. These materials are permanently durable in municipal wastewater. However, unlike the QuickLock installations where an inflatable packer is involved, this installation is a manual process – the installer must get inside the pipe to install QuickLock BIG. The sleeves are used in sanitary sewer and stormwater applications in line sizes from 32"-64" in diameter. The sleeves are used to repair leaking joints, cracks and/or holes and to reinstate structural integrity.

Turn-Key Solutions - Rausch USA offers various vehicle and build options for equipment installations. Vehicles consist of several sizes of trailers, Ford Transits, Mercedes Sprinters, nearly all of the box trucks (with optional box lengths). Rausch USA also offers portable system enclosures, fully equipped with on a wash-down system, generator, and lights. Rausch can provide custom builds with features such as bathroom/lavatory installations, (lighted) rear awnings, 360 degree viewing option, custom storage, solar/battery powered systems, PTO powered systems, and 180 degree turn powered seats. Rausch has combination builds which include other technologies such as rehabilitation grouting equipment and I&I (Inflow and Infiltration) technologies. See attached for more detail of Rausch's build out of systems.

Customer Provided Chassis - Rausch USA will cooperate with all Sourcewell Members who wish to supply their own vehicle for installation of Rausch equipment. This could include vans, box trucks, or trailers. Rausch USA can provide the recommended specifications which will help to ensure that the vehicle will meet the build requirements and the Sourcewell member's customization. Rausch USA can cover such requirements as:

- Meeting the desired weight ratings and not exceeding certain GVWRs (Gross Vehicle Weight Rating).
- Choosing the best suited power source. Examples include generators, MEPS (Mobile Electric Power Supply), battery/solar or other requests.
- Build out items like bathrooms, additional storage/cabinetry, awnings, fold out steps, hand rails, lighting, etc.
- Combination Builds, combining our CCTV equipment into a single vehicle with grout systems, cutter systems, leak detection systems, etc.

Demonstration Equipment - Rausch USA maintains a variety of demonstration equipment from push cameras / portable systems to turn-key full featured vehicle systems ensuring that potential customers can witness the equipment functioning in the field. Rausch USA maintains, services, and provide updates to the equipment as necessary. If a Sourcewell member has an interest in purchasing a piece of

| | | |
|----|---|--|
| | | <p>demonstration equipment for immediate delivery, vehicle wear will be taken into consideration the age/usage and discount accordingly. The demonstration equipment comes with a full one-year warranty on the equipment. Rausch USA will test (and service, if necessary) all demonstration equipment before delivery to the end user.</p> <p>Dealer Stock Units - Rausch USA's Dealer network invests in various demonstration equipment ranging from push camera / portable systems to full turn-key vehicle systems ensuring that potential customers can witness the equipment functioning in the field. The Dealers maintain, service and provide updates to the equipment as necessary. In the event a potential Sourcewell member has an interest in a piece of Dealer demonstration equipment, the Dealer will work with the Sourcewell member to fairly discount the equipment based on its age/usage. Rausch USA will provide a one-year additional warranty from the date of the member's purchase if it is within one year of the original Dealer's purchase date from Rausch USA. The Dealer ensures that the equipment is fully operational and checks all equipment before being sold/delivered to the member. If necessary, Rausch USA is also always available to ensure the equipment is functioning and operating properly.</p> <p>Refurbishment - Rausch USA will work with those Sourcewell members that either currently own non-Rausch competitor outfitted vehicles or have older Rausch USA vehicles with a desire to have the vehicle's equipment refurbished / upgraded. Rausch USA has experience replacing and installing equipment in all types of other sewer TV equipment manufacturer's builds. Rausch USA will also refurbish vehicles that contain existing Rausch USA equipment due to extensive usage / age. The refurbishment will be done based on the Sourcewell member's needs. Quotes will be discussed between the member and Rausch USA and a price will be determined. Parts will be discounted based on the proposed discount structure.</p> |
| 69 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Sanitary Sewer Inspection – All Rausch Options Stormwater Inspection – All Rausch Options Lateral Inspection – All Rausch Options Mainline Inspection – All Rausch Options Laser Profiling – Rausch Mobile Pro, Rausch RCA 4.0 HD and Rausch Ecostar HD Large Diameter Inspection - All Rausch Options Trenchless Technology - Quicklock Pipe Rehabilitation - Quicklock Push Camera Inspection – Rausch minCam and Rausch minCam 360 Drain line Inspection – Rausch minCam and minCam360</p> |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|---|
| 70 | Video, imaging, scope, and sensor equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Omicron Push, Omicron Drive, Mobile Pro, RCA 4.0, Ecostar SD, minCam, minCam 360, Inspection Software * |
| 71 | Flow and leak testing, detection, and monitoring equipment and tools | <input checked="" type="radio"/> Yes <input type="radio"/> No | Omicron Push, Omicron Drive, Mobile Pro, RCA 4.0, Ecostar SD, minCam, minCam 360, Inspection Software * |
| 72 | Underground infrastructure rehabilitation equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Inspection Software, Quicklock Point Repair * |
| 73 | Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | Offering these items for all the products listed above. * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|--|
| 74 | Describe the compatibility of any software products offered with industry hardware. | Rausch USA partners with industry leading inspection software companies to provide their customers with cutting edge and reliable reporting software. Rausch works to ensure reliable data collection with the software companies and currently works with IT Pipes, Pipe Logix, PipeTech, POSM, Wincan and Granite NET. By working with these companies, it also allows for other additional software to be used Examples include software for ESRI ArcGIS applications and Asset management software such as Lucity, Cityworks and others. Rausch's I.T. department and engineers work with the software companies as new Rausch hardware becomes available to make sure the integration is completed promptly. Software can be loaded onto rack mount computers, laptops, and Rausch Tab computers. |
| 75 | Describe the compatibility of any hardware products with industry software. | Answer 74 works for this question too as both Rausch hardware and software are reciprocal in other working partnerships. |

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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](#) - Rausch Sourcewell Pricelist 12_8_2021.xlsx - Sunday December 05, 2021 14:04:41
 - [Financial Strength and Stability](#) - Financial Strength.zip - Sunday December 05, 2021 14:04:56
 - [Marketing Plan/Samples](#) - Brochures and Ads.zip - Sunday December 05, 2021 14:06:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Rausch Warranty Certificate.pdf - Sunday December 05, 2021 14:07:19
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Other Docs.zip - Sunday December 05, 2021 14:07:57

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. - M.J. DUBOIS, PRESIDENT, DUCO, LLC

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
CONTRACT # 120721-RAU**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Rausch Electronics USA, LLC**. (Supplier).

Sourcewell awarded a contract to the Supplier to provide Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services to Sourcewell and its Participating Entities, effective January 14, 2022, through January 17, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is modified to reduce the minimum limit requirements to \$250,000 per occurrence and \$1,000,000 annual aggregate.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 4/16/2024 | 10:56 AM CDT

Rausch Electronics USA, LLC

DocuSigned by:
Gregory Hall
By: _____
B410CAE465AC464...
Gregory Hall
Title: President
Date: 4/16/2024 | 10:52 AM CDT