

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (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

Envirosight, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz

DocuSigned by:
Mike Dahlmann
4B9320B9CCF8412...
By: _____
Mike Dahlmann, President
Best Equipment Company, Inc.

Title: Chief Procurement Officer

Title: Authorized Contract Administrator

Date: 1/13/2022 | 12:11 PM CST

Date: 1/26/2022 | 9:05 AM PST

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette

Title: Executive Director/CEO

Date: 1/26/2022 | 11:06 AM CST

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

Vendor Details

Company Name: Best Equipment Company, Inc.
Does your company conduct business under any other name? If yes, please state: IN
Address: 5550 Poindexter Drive
Indianapolis, IN 46235
Contact: Mike Dahlmann
Email: mikedahlmann@bestequipmentco.com
Phone: 317-823-3050
Fax: 317-823-3050
HST#: 35-1097778

Submission Details

Created On: Wednesday November 10, 2021 13:50:41
Submitted On: Friday December 03, 2021 14:54:12
Submitted By: Mike Dahlmann
Email: mikedahlmann@bestequipmentco.com
Transaction #: 6146e2b9-2a24-44e3-8ac9-891a701bc8f1
Submitter's IP Address: 96.68.203.1

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") | Envirosight, LLC |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Envirosight does not have any direct subsidiaries. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Envirosight does not have any direct subsidiaries. |
| 4 | Proposer Physical Address: | Envirosight, LLC 111 Canfield Ave Building C Randolph NJ 07869 |
| 5 | Proposer website address (or addresses): | www.envirosight.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): | Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378 |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378 |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378 |

Table 2: Company Information and Financial Strength

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

| | | |
|-----------|---|--|
| <p>9</p> | <p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p> | <p>Envirosight has been serving municipalities with wastewater infrastructure inspection technology for 20 years.</p> <p>ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process.</p> <p>VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner experience.</p> <p>STRATEGY:</p> <ul style="list-style-type: none"> • Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals. • Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions. • Franchise our vision for how sales and service should be run by implementing rigorous processes and training. • Build out an industry leading brand and marketing apparatus. <p>VALUES: We organize our values into three categories:</p> <p>1. Integrity</p> <ol style="list-style-type: none"> 1.1. Character is revealed in adversity. When the chips are down, we step up. 1.2. We build gratitude with each interaction. Goodwill pays dividends long-term. 1.3. Everyone makes mistakes. We own our mistakes swiftly and fully. 1.4. We never sugarcoat. We communicate directly, transparently and with empathy. 1.5. It is infinitely easier to maintain trust than regain it. <p>2. Ownership</p> <ol style="list-style-type: none"> 2.1. We run toward challenges, not away from them. 2.2. We spare no effort to ensure great outcomes for our customers. 2.3. We grow only when customers are satisfied enough to become return customers. 2.4. Our customers sign our paychecks. We don't rest until their problems are solved. 2.5. The value of every relationship is immeasurable. We treat our customers like gold. <p>3. Ingenuity</p> <ol style="list-style-type: none"> 3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way. 3.2. We find the best solution--not the quickest, cheapest or easiest one. 3.3. Sewer workers face complexity, red tape and dysfunction--but never from Envirosight. 3.4. We don't throw money at a problem when brainpower and creativity can solve it. 3.5. We don't worry about the future. We envision the future and make it happen. <p>OUTCOMES:</p> <ul style="list-style-type: none"> • Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market. • Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology. • Across our companies, we employ ~150 people and book annual revenue of ~\$65M. • Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers. • Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS. |
| <p>10</p> | <p>What are your company's expectations in the event of an award?</p> | <p>In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include:</p> <ul style="list-style-type: none"> • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcwell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcwell is a primary purchasing option that's pursued on every qualifying sale. <p>We also plan a campaign to identify and aggressively promote the partnership between Sourcwell and Envirosight. This includes using the Sourcwell Awarded logo on all Envirosight literature and web pages.</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. | Attached in the financial strength section are two letters of good standing from the State of New Jersey, Chase Bank Reference Letter, D&B Credit Report, and a Referral Letter from our Accounting Firm. | * |
| 12 | What is your US market share for the solutions that you are proposing? | In the U.S., the market for sewer inspection technology is fragmented among private companies. We have mixed market share percentages depending on the product category, but in general we have a 30% market share. | * |
| 13 | What is your Canadian market share for the solutions that you are proposing? | We have mixed market share percentages depending on the product category, but in general we have a about 5% market share. | * |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Envirosight has never petitioned for bankruptcy protection. | * |
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | b) Envirosight is a manufacturer of sewer inspection equipment with headquarters in Randolph, New Jersey. We sell our equipment through a network of (third-party) regionally exclusive dealers <ul style="list-style-type: none"> • 20 North American dealers • 52 North American sales locations • 34 North American factory-certified service locations • 175 sales reps This dealer network is managed by an in-house (employee) staff of: <ul style="list-style-type: none"> • One (1) global sales manager • Six (6) regional sales managers • One (1) strategic accounts manager • Five (5) marketing personnel • One (1) channel service manager When a customer order is fulfilled, Envirosight typically ships the equipment to the dealer, who then conducts on-site delivery to the customer and trains the operators. When service is needed, it is handled at the regional dealer's Envirosight-certified service facility. Envirosight's in-house national service center will assist with regional service issues where needed. | * |
| 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. | Envirosight does not require any licenses and certifications to be held. However, Envirosight does issue training certifications in the event that one of our sales training programs are completed. We have various service centers throughout North America at which their service technicians are also certified to repair Envirosight equipment. Many of our sales representatives are also certified in the Pipe Assessment Certification Program (PACP) administered by the National Association of Sanitary Sewer Companies (NAASCO). Attached are copies of our New Jersey Business License and our Standards for our CCTV Truck Build Outs. | * |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Envirosight has not had any Suspensions or Debarments within 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 | Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share. |
| 19 | What percentage of your sales are to the governmental sector in the past three years | The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets. |
| 20 | What percentage of your sales are to the education sector in the past three years | Sales to the educational sector are under 1%. |
| 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? | Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is \$1.8M, for BuyBoard is \$15K, and for Ohio STS is \$997K. |
| 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? | We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). |

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 Chilliwack | Jake Nesbitt | 604.792.9311 |
| Clackamas County | Russell Weber | 503.722.6324 |
| Franklin Township Sewerage Authority | Scott Nocero | 732.873.2420 |
| City of Red Deer Utilities | Curtis Ennis, C.E.T. | 403.392.5802 |

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 * |
|---|---------------|--------------------|--|---|---|
| California Department of Transportation District 7 Luis Monterrubio - 213-400-2249 | Government | California - CA | Equipment is sold to individual Districts of Cal-Trans (California Department of Transportation), serving 9-10 individual Districts over the past 2-3 years. Individual Districts make their own equipment purchase decisions that are then approved at the State level. Reference contact person is a representative district user/manager. | Delivered and trained 15 mainline inspection systems, 14 Quickview AirHD zoom survey systems, and 4 JetScan systems over the past 3 years. | Total Cost of goods sold over \$1.5M over the past 3 years. |
| Pittsburgh Water & Sewer 1200 Penn Ave Pittsburgh, PA 15222 Jim Tracey - 412-867-6075 | Government | Pennsylvania - PA | The Authority, established in 1984, is responsible for the entire city of Pittsburgh's sewer system, roughly 12,000 miles of mostly combined sanitary and storm sewer lines. Pittsburgh Water & Sewer has been doing exclusive business with Envirosight sewer inspection products for over 15 years. | Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 3 lateral inspection systems this year and plan to purchase a 4th lateral inspection system in 2022. | Total cost of goods sold is \$800K |
| City of Wichita, KS 455 N. Main Street Wichita KS 67202 Rick Killion - 316-268-4400 | Government | Kansas - KS | Wichita Public Works & Utilities Sewage Treatment Division operates and maintains four (4) Wastewater Treatment Facilities, fifty-nine (59) Sanitary Sewer Lift Stations and over 2,000 miles of sewer lines, treating 10 billion gallons of wastewater annually; serving roughly 400,000 residents. These facilities provide primary, secondary, and advanced wastewater treatment, along with disinfection prior to discharge. | Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 2 mainline inspection systems, 4 JetScan nozzle systems, and 2 Quickview AirHD zoom survey systems over the past 2 years. | Total cost of goods sold is \$500k. |
| City of Norfolk, VA 1316 Ballentine Blvd Norfolk, VA 23504 David Speer - 757-823-1023 | Government | Virginia - VA | As wastewater superintendent, above has overseen budgeting and purchasing of equipment to support all aspects of collection system inspection, maintenance, operation and management for the City of Norfolk over the last 5 years. | Delivered and trained 2 mainline inspection systems within the past year. | Total cost of goods sold is \$200k. |
| City of Toledo, OH 640 Jackson Street Toledo, OH 43604 Adam Zolciak - 419-936-2178 | Government | Ohio - OH | Equipment and inspection vehicles have been provided to the Sewer and Drainage Services division of the City of Toledo over the last 4 years. Purchasing decisions are made with input from the engineering, inspection, CSE and CCTV sections. Above contact has been the point person for this process; including budgeting and capital improvement planning. | Built, delivered, and trained 1 full pipeline inspection vehicle equipped with 2 mainline inspection systems within the past 2 years. | Total cost of goods sold is \$250k. |

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. | <p>Envirosight directly employs the following sales/sales-enablement roles:</p> <ul style="list-style-type: none"> • One (1) global sales manager • Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe) • One (1) strategic account manager (focused on large fleet accounts) • Five (5) marketing personnel (content, promotion, sales enablement, channel outreach) • One (1) channel service manager (training, standards compliance, performance auditing) <p>Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce.</p> <p>Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.</p> |
| 26 | Dealer network or other distribution methods. | <p>Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations.</p> <p>All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements.</p> <p>Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intelligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.</p> |
| 27 | Service force. | <p>Envirosight has 34 North American factory-certified service locations, each with:</p> <ul style="list-style-type: none"> • At least one factory-trained and -certified service technician • On-site parts and accessories inventory • A dedicated service and testing room <p>We also conduct service out of our New Jersey headquarters.</p> <p>Other aspects of our service program include:</p> <ul style="list-style-type: none"> • Rental Fleet. When the unexpected happens, it's essential for customers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability. • Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished. • Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term. • Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties. • Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. • Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly. • Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too. • Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be conducted on-site or at an Envirosight facility. |

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| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Although we have a vast sales dealer network to further assist with the order process and customer service, Envirosight will generate all Sourcwell quotes directly at the request of a customer and/or sales dealer. This way Envirosight will have complete visibility on all Sourcwell deals. Envirosight will have at least one person fully dedicated to monitoring all Sourcwell orders. The purchase orders for Sourcwell quotes will be made out to Envirosight. All inbound order sheets for Envirosight have listed whether the sale used the Sourcwell contract. Orders cannot be entered without this information. Once entered, orders will also be designated as Sourcwell sales for reporting purposes and fee remittance. With the assistance of our sales dealer network, Envirosight will have the orders fulfilled directly or by our sales dealer nearest to the customer location. Once fulfilled, Envirosight will generate the final invoice to the customer and will be responsible for collecting payment. Envirosight will remit the Sourcwell fee directly to Sourcwell upon completion. Envirosight will distribute the detailed ordering process among its sales dealer network. | * |
| 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. | Customer Service is a top priority for Envirosight. We have six full time employees dedicated to our various areas in customer service. These six areas include all new equipment orders, all new truck build orders, all new parts orders, all in house service for our inspection equipment, all in house service for our pipeline renewal equipment, and all warranty requests. 100% of in stock parts will ship the same day as long as the orders are received prior to our shipping cutoff time of 4:00PM (EST). Many of our sales dealers also stock Envirosight equipment and trucks. We also have four full time service technicians available to provide technical assistance for designated product lines. Our repair turnaround rate is 48 hours. We work as a team at Envirosight to ensure both our sales network and end users are fully supported in a timely and efficient manner. | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States. | In the United States, we have nineteen (19) sales partners covering all states with 43 sales locations and 32 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | In Canada, we have two (2) sales partners covering all provinces with 9 sales locations and 2 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians. | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We will be fully serving all geographic areas within the United States and Canada through the proposed contract. | * |
| 33 | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will be fully serving all Sourcwell participating entity sectors through the proposed contract. | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There will be no specific contract requirements or restrictions that would apply to Sourcwell's participating entities in Hawaii, Alaska, and in US Territories. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 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. | In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: <ul style="list-style-type: none"> • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcwell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcwell is an option that's pursued on every qualifying deal. | * |

| | | |
|----|---|--|
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter.</p> <p>We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind.</p> <p>We gateway our primary content (downloadable/maillable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data.</p> <p>To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising.</p> <p>We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that</p> <ul style="list-style-type: none"> • Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels. • Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey. • Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-promotional resources that help professionals and our industry advance. It builds goodwill and establishes our expertise. • Empowers sales teams. We create simple, compelling value propositions around complex technology, and deploy visually engaging collateral that helps guide the sales process. • Generates leads. Our marcomm funnel is oriented toward generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry. • Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors. |
| 37 | In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process? | <p>While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcwell for certain resources:</p> <ul style="list-style-type: none"> • Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns. • Listing of Envirosight as a Sourcwell vendor within Sourcwell materials and resources, both print and online. • Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcwell. • Access to certain cooperative purchasing experts within Sourcwell for interview purposes so that we may develop content around Sourcwell cooperative purchasing. <p>Sourcwell would be integrated into our sales process in the following ways:</p> <ul style="list-style-type: none"> • Proactive bid searching for all Sourcwell opportunities. • Promotion of Sourcwell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website). • Extensive training of in-house personnel on Sourcwell benefits and procedures. • Extensive training of channel sales reps on Sourcwell benefits, procedures. • Development of sales processes and scripts that integrate Sourcwell promotion into the vetting of every opportunity. • Integrating procedures into our Salesforce CRM to ensure Sourcwell is an option that's pursued on every qualifying deal. • Integrating informational materials about Sourcwell into our Pandadoc quoting platform to boost awareness of Sourcwell on every qualifying deal. |
| 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 Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 39 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Service training is provided by Envirosight to both sales dealers and end users. Service training is standard at no cost. Envirosight also has an online service library where we host pro tips, service trainings, and operator resources for our entire product line. This service library is accessible to all our Sales Partners and end users (photo attached).</p> <p>Envirosight also hosts an anual training for our sales dealers known as ST5 (photo attached).</p> <p>Software training is mandatory at an additional cost, which is included with our software pricelist.</p> <p>The majority of Envirosight's sales dealers have Envirosight specialists that train and demo equipment for end users. Many sales dealers conduct training often with factory assistance. Whether the sales dealer charges for additional training is determined on a case by case basis. Most of the training provided by the sales dealers are at a nominal or no cost. Any nominal training costs will be disclosed to the member during the quoting process.</p> |
| 40 | Describe any technological advances that your proposed products or services offer. | <p>Envirosight products have integrated Wifi communications, imbedded reporting software, advanced measurement capabilities, and run on upgradable software platforms for future expansion.</p> |
| 41 | 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>Envirosight has taken several steps to become more environmentally friendly.</p> <p>Previously, Envirosight hosted service trainings in person where we would arrange the travel and hotel accomodations for attendees. Now Envirosight hosts remote trainings online to cut down on fuel emissions.</p> <p>Envirosight has also implented online parts ordering for our sales dealer network as well as online access to our service library and warrany registrations for end users. With the increase in digital resources, Envirosight has reduced its paper consumption.</p> <p>Envirosight has also upgraded its infrastructure to include motion sensor LED lighting and sinks. Submittals attached.</p> <p>Our equipment runs on electricity, which eliminates greenhouse gas emissions. Envirosight does not contribute to noise pollution at construction sites, as our equipment is essentially inaudible. Envirosight is also considering electric powered chassis in the future.</p> <p>The proactive nature of our business allows us to identify piping and sewage vulnerabilities before a pipe break actually occurs. Our crawlers and other products are fitted with high resolution cameras where problem areas are identified with pinpoint accuracy, minimizing environmental contamination and wasteful digs.</p> |
| 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. | <p>Products are subject to European Directive 2002/96/EC for the safe disposal of electronics.</p> <p>Regarding our equipment from our truck build facility:</p> <ul style="list-style-type: none"> - The Xantrex 3000 KW inverter meets UL458 with marine supplement, CSA, ABYC, and FCC Class B (documented in attachments). - The Onan generator meets tier 3 and EPA Phase 3 Standards. - LED lighting is used in our vehicle build outs. |
| 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. | <p>Envirosight holds no disadvantaged business certifications.</p> <p>Our sales dealer in northern California, U-Rock Utility Equipment, is certified as a small business.</p> |

| | | | |
|----|--|---|---|
| 44 | 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>Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include:</p> <ul style="list-style-type: none"> • Customer Service Infrastructure. Besides managing our sales funnel, Salesforce is our platform for warranty registration, purchased asset tracking, and service and support case management. • Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. • Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available. • Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do. • Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes. | * |
|----|--|---|---|

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 * | |
|-----------|---|--|---|
| 45 | Do your warranties cover all products, parts, and labor? | Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. Envirosight warrants up to twelve months from the in service date | * |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contingencies beyond the control of Envirosight. These contingencies include damage to warrantied items sustained in shipment, equipment that has had any of its identification, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed.</p> <p>Envirosight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by Envirosight. Envirosight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.</p> | * |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Envirosight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network. | * |
| 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? | No, Envirosight has certified technicians to perform warranty repairs throughout North America. Many of Envirosight's sales dealers have service centers dedicated to the Envirosight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments. | * |
| 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? | Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chassis, trailer chasis, AC units, Generators, MEPS Units, and Inverters). | * |
| 50 | What are your proposed exchange and return programs and policies? | New and unused items can be returned within 60 days with a 10% restocking fee. | * |
| 51 | Describe any service contract options for the items included in your proposal. | <p>Envirosight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term.</p> <p>Due to the variety of systems and options available from Envirosight, such agreements will be priced accordingly and presented to the member in the quoting process.</p> | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 52 | Describe your payment terms and accepted payment methods. | Envirosight's payment terms are Net 30. We accept payment by wire, credit card, and/or check.C314 | * |
| 53 | Describe any leasing or financing options available for use by educational or governmental entities. | Although Envirosight does not have any leasing or financing options available, Envirosight can help connect Sourcewell members with third party financing if so desired.C316 | * |
| 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. | <p>Envirosight's standard transaction documents include order forms, terms and conditions, and a service level agreement concerning product warranties. Samples of such documents are attached.</p> <p>The Envirosight order form is required to process all inbound orders. On this order form, the end user's information as well as the order procurement details are listed. Once completed, the order will be processed and will be designated as a Sourcewell sale when applicable.</p> <p>Envirosight's terms and conditions outline the expiration period, payment terms, FOB, and currency which pertain to sales quotes.</p> <p>Envirosight's warranty policy provides additional details regarding the length of the warranty as well as any exceptions that do not apply.</p> | * |
| 55 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Envirosight does not accept the P-card procurement and payment process. | * |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|---|
| 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. | Envirosight will provide Sourcewell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item. |
| 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. | 5% Discount Off List Price |
| 58 | Describe any quantity or volume discounts or rebate programs that you offer. | Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcewell members/customers as well. |
| 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. | Envirosight can supply specific non-standard "sourced" items to our truck builds. Depending on the cost and our ability to get a resale discount on "nonstandard options", we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member. |
| 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. | All equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order. |
| 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. | Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order. |
| 62 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers. |
| 63 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcewell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct. |

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. | 5% Discount Off List Price. Please see attached Price list. |

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. | Envirosight is fully committed to the proposed Contract with Sourcewell and will be solely responsible for adhering to Sourcewell's contract requirements. All customer orders will be initially submitted directly to Envirosight for this purpose rather than through our sales dealer network. Envirosight ensures that both Sourcewell participating entities and our sales dealer network obtain the proper pricing. All inbound order sheets for Envirosight have listed whether or not the sale used the Sourcewell contract. Orders can't be entered without this information. Once entered, orders will also be designated as Sourcewell sales. This will generate the fee that Envirosight will pay for using the Sourcewell contract. Envirosight will be accountable for reporting all sales under the Sourcewell contract each quarter and will remit the proper administrative fees to Sourcewell in a timely manner. Envirosight will have staff members designated in monitoring all Sourcewell sales, remitting all Sourcewell fees, and reporting quarterly sales. |
| 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. | In addition to reporting all sales under the Sourcewell contract each quarter to Sourcewell and the self-audit process Envirosight will employ, Envirosight will also track these sales internally. All Sourcewell sales will be noted in our CRM which is Sales Force. Envirosight would like to know how many overall sales opportunities are attributed to Sourcewell. Envirosight will also use this as part of our audit trail to make sure all Sourcewell business is properly accounted for. Lastly, we will have a third party review our Sourcewell activity and administrate the contract as a last measure to make sure we do not miss anything and we have the metrics we seek to better understand how our contract program is performing. |
| 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.) | Envirosight proposes a 1.5% administrative fee that will be payable to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that Envirosight is awarded a Contract. |

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. | <ul style="list-style-type: none"> • Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites. • Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras. • Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options. • Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed. • Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera. • Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle. • Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results. • Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (AI), GIS mapping, municipal enterprise software integration, and cloud-based workflows. |
| 69 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> • Sewer inspection equipment • Sewer inspection trucks • Sewer inspection software • Asset management software • Manhole inspection • Sewer cleaning nozzles • Drain inspection cameras • Push cameras • Cross-bore location • Lateral launch inspection • Sewer rehabilitation |

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 | Envirosight offers equipment to visually inspect sewer and stormwater infrastructure, including mainline inspection crawlers; lateral launch crawlers; sewer inspection vehicles; push cameras; zoom survey cameras; HD video nozzles; automated manhole inspection systems; and software for sewer inspection and sewer asset management. In addition, the company offers crawler accessories used to perform laser profiling and side scanning. |
| 71 | Flow and leak testing, detection, and monitoring equipment and tools | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 72 | Underground infrastructure rehabilitation equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Envirosight offers equipment to repair sewer and stormwater infrastructure, including point repair sleeves and the equipment used to install them; small- and large-diameter sewer rehab cutters; drain jetting camera systems; and equipment for curing CIPP rehab liners using LED light. |
| 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 | In support of the inspection and repair equipment it sells for sewer and stormwater infrastructure, Envirosight offers parts and accessories; maintenance and repair services; operator and service technician training; equipment rental; customer support (via phone, email and on-site); software for data collection, management, analysis and reporting; and consultation. |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|---|
| 74 | Describe the compatibility of any software products offered with industry hardware. | Envirosight software products are compatible with a variety of industry hardware platforms. WinCan, the primary software for use with Envirosight products, is compatible with most inspection equipment including IBAK, CUES, and ARIES to name a few. |
| 75 | Describe the compatibility of any hardware products with industry software. | Envirosight hardware products are compatible with a variety of infrastructure database software products. Rover X is compatible with software packages such as Pipe Logix, POSM, Pipe Tech, IT Pipes, and Granite Net and can be easily adapted to virtually any software platform in the industry. |

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 |
|------------------|-----------------------------------|------------------------------------|
| | | |
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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](#) - UPLOADS 1 - PRICING.zip - Friday December 03, 2021 14:48:46
 - [Financial Strength and Stability](#) - UPLOADS 2 - FINANCIAL STRENGTH AND STABILITY.zip - Friday December 03, 2021 11:20:07
 - [Marketing Plan/Samples](#) - UPLOADS 3 - MARKETING PLAN AND SAMPLES.zip - Friday December 03, 2021 11:20:51
 - [WMBE/MBE/SBE or Related Certificates](#) - UPLOADS 4 - WMBE MBE SEB OR RELATED CERTIFICATES.zip - Friday December 03, 2021 11:22:34
 - [Warranty Information](#) - UPLOADS 5 - WARRANTY INFORMATION.zip - Friday December 03, 2021 11:22:51
 - [Standard Transaction Document Samples](#) - UPLOADS 6 - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Friday December 03, 2021 11:27:08
 - [Upload Additional Document](#) - UPLOADS 7 - UPLOAD ADDITIONAL DOCUMENT.zip - Friday December 03, 2021 11:27:32

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. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

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

Yes No

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

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

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