

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/19/26

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Envirosight, LLC for sewer inspection equipment for the Department of Water and Sewerage Services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>5/5/2026   3:08 PM CDT</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement with Envirosight, LLC for sewer inspection equipment for the Department of Water and Sewerage Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Envirosight, LLC, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Department of Water and Sewerage Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Envirosight, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane  
Michelle A. Lane  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Kelli Woodward  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council



# Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

## Departmental Information

**What is your name?** Stephanie Belcher

**What is your department?** Water Services

**What is your email address?** stephanie.belcher@nashville.gov

**What is your phone number?** (615) 862-4513

**In addition to your department, will other Metro departments be utilizing this cooperative?** Yes.

**If other Metro departments will be utilizing this cooperative, list them here:** OFM

**How much do you estimate spending on this cooperative contract?** \$1,000,000

## Cooperative Information

**What is the cooperative entity?** Cooperative - Sourcewell.

**What is the lead agency?** State of Minnesota

**Who is the supplier?** EnviroSight LLC

**Is the supplier registered in iSupplier?** Yes.

**If yes, what is the supplier's ISN?** 900000623

**What is the contract number?** 080525-EVS

**When did the contract start?** Monday, March 2, 2026

**When does the contract end?** Monday, March 4, 2030

**What was the solicitation method for this contract?** RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**  
Sewer Inspection Equipment - including crawlers, software, video nozzles, sewer inspection zoom cameras, etc.

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**  
Using this cooperative will allow Metro Water Services, as well as other departments under the Metropolitan Government of Nashville & Davidson County umbrella, the added capacity and ability to inspect sewer infrastructure in house efficiently and safely. Economy of scale provides better pricing due to the cooperative membership.


**Upload the original contract from the lead agency.**  EnviroSight Contract 080525.pdf

 EnviroSight 080525-EVS Pricing sheet.....pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?** No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.** Yes.

**I accept the terms of this contract without exception.** Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**  RFP and Addendums-Underground Inf... .pdf

**This solicitation was advertised, open, and unrestricted.** Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.** Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for sewer inspection and maintenance equipment from Envirosight via Sourcewell contract #080525-EVS is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative are **\$60,071.00**

The cooperative was requested by **Metro Water Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 17 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**4.75% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$60,071.00.**

### Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler  
4/27/2026



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	C2026097
<b>Date Received</b>	April 24, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

*DR*

4/27/2026 | 12:52 PM CDT

**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

**Date Signed**





**RFP #080525**  
**REQUEST FOR PROPOSALS**  
**for**  
**Underground Infrastructure Inspection and Rehabilitation Equipment with**  
**Related Services**

**Proposal Due Date: August 5, 2025, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 5, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	June 17, 2025
Pre-proposal Conference:	July 8, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	July 28, 2025, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>August 5, 2025, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	August 5, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [[Political Subdivision List - Oregon, Utah, and Virginia](#)].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
  - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
  - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
  - Indigenous self-governing bodies;
  - Airport authorities;
  - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
  - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

**II. SOLICITATION DETAILS**

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services intended for the inspection, assessment, monitoring, or rehabilitation of pipes, pipelines, manholes, basins, tanks, and stations, including, but not limited to:
  - a. Video, acoustic, scope, and other imaging equipment;
  - b. Flow and leak testing, detection, and locating equipment and tools;
  - c. Related sensors and other monitoring equipment and technologies;
  - d. Underground infrastructure rehabilitation equipment; and,
  - e. Products, accessories, supplies, parts, technology, software, and services related to the offering of solutions in subsections 1.a-d. above.
2. The primary focus of this solicitation is on Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services. This solicitation should NOT be construed to include equipment principally intended for the cleaning of sewer lines, catch basins, and storm sewers.

3. Sourcewell is seeking Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services solutions. Proposers may offer software solutions ONLY as a supplemental product and/or service that supports and enhances solutions offered in 1.a-d. above.
4. This solicitation does not include equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221);
  - b. Trailers with Related Equipment, Accessories, and Services (RFP #092922), except trailer-mounted solutions identified in subsections 1.a-d. above.
  - c. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723);
  - d. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223);
  - e. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923);
  - f. Water Service Line Inventory and Management Systems with Related Services (RFP #012524);
  - g. Water Treatment Chemicals with Related Supplies, Equipment, and Services (RFP #091724);
  - h. Water Collection and Control Products for Community Infrastructure (RFP #040825); and,
  - i. Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services (RFP #041525)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products and services, delivery, and installation to a properly operating status.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If a proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

5. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
6. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
7. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
8. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
9. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

### E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

### G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### **IV. MASTER AGREEMENT**

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to

INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcwell is solely determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell’s support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcwell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcwell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcwell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcwell's office located at 202 12th Street NE, Staples, MN to hear the results.

## **VI. EVALUATION AND AWARD**

A. EVALUATION

It is the intent of Sourcwell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
  - a. A comprehensive selection of the requested equipment, products, or services;
  - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and

- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

**All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.**

**Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.**



7/25/2025

Addendum No. 1

Solicitation Number: RFP 080525

Solicitation Name: Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

In question #3, we have a parent company that has several subsidiaries. Do we need to list all of them even if they will not perform any of the work?

**Answer 1:**

Refer to the "Master Agreement, Article 2: Sourcewell and Supplier Obligations" for clarification.

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End of Addendum

Acknowledgement of this Addendum to RFP 080525 posted to the Sourcewell Procurement Portal on 7/25/2025, is required at the time of proposal submittal.



7/28/2025

Addendum No. 2

Solicitation Number: RFP 080525

Solicitation Name: Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Addendum 1 does not answer my question. What number under Article 2 does it answer the question I posted? The question was - In question 3, we have a parent company that has several subsidiaries. Do we need to list all of them even if they will not perform any of the work?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the Proposer's discretion to determine the information necessary to satisfy all requirements of the RFP and the Portal questionnaire tables. Proposals are evaluated on the content submitted.

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End of Addendum

Acknowledgement of this Addendum to RFP 080525 posted to the Sourcewell Procurement Portal on 7/28/2025, is required at the time of proposal submittal.

**MASTER AGREEMENT #080525****CATEGORY: Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services****SUPPLIER: Envirosight, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight, LLC, 111 Canfield Avenue, Building C, Randolph, NJ 07869 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 4, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080525 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services intended for the inspection, assessment, monitoring, or rehabilitation of pipes, pipelines, manholes, basins, tanks, and stations, including, but not limited to:
    - a. Video, acoustic, scope, and other imaging equipment;
    - b. Flow and leak testing, detection, and locating equipment and tools;
    - c. Related sensors and other monitoring equipment and technologies;
    - d. Underground infrastructure rehabilitation equipment; and,
    - e. Products, accessories, supplies, parts, technology, software, and services related to the offering of solutions in subsections 1. a. - d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal

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

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

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

- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
  - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
  - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined

herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under

this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the

Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### Article 3:

#### Supplier Obligations to Participating Entities

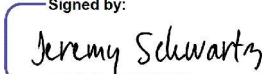
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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


- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Envirosight, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 3/2/2026 | 6:00 PM CST

Signed by:  
  
 F9ECE2659929499...  
 By: \_\_\_\_\_  
 William Andrew Wicker  
 Title: Commercial Director  
 Date: 3/2/2026 | 2:08 PM PST

# RFP 080525 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

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## Vendor Details

Company Name: EnviroSight, LLC  
Does your company conduct business under any other name? If yes, please state: New Jersey  
Address: 111 Canfield Ave  
Unit C  
Randolph, New Jersey 07869-1127  
Contact: Amanda Gerecht  
Email: agerecht@idexcorp.com  
Phone: 973-252-6700  
Fax: 973-252-6700  
HST#:

## Submission Details

Created On: Monday June 30, 2025 09:46:39  
Submitted On: Tuesday August 05, 2025 10:08:48  
Submitted By: Amanda Gerecht  
Email: agerecht@idexcorp.com  
Transaction #: fcefc056-07d5-41cc-8209-7678d12296ea  
Submitter's IP Address: 147.243.65.151

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Envirosight, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Envirosight does not have any direct subsidiaries, D.B.A.'s, or authorized affiliates. We do go to market through a distribution channel rather than directly with regard to municipal transactions.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EKCBDR2UK66
5	Provide your NAICS code applicable to Solutions proposed.	221320
6	Proposer Physical Address:	Envirosight, LLC 111 Canfield Avenue Building C Randolph NJ 07869
7	Proposer website address (or addresses):	www.envirosight.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Matthew Eisert, President Envirosight, LLC 111 Canfield Avenue Building C Randolph, NJ 07689 meisert@idexcorp.com Mobile: 386-293-1741 Direct: 973-252-6700
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Andy Wicker, Director of Sales Envirosight, LLC 111 Canfield Avenue Building C Randolph, NJ 07689 awicker@idexcorp.com Mobile: 804-357-5925 Direct: 973-252-6700
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Langenbrunner, Director of Operations Envirosight, LLC 111 Canfield Avenue Building C Randolph, NJ 07689 mlangenbrunner@idexcorp.com Mobile: 862-477-1305 Direct: 973-252-6700

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Envirosight has been serving government agencies and public utilities with wastewater and drainage infrastructure inspection technology for nearly 25 years.</p> <p>In 2001, Envirosight was founded. The market was dominated by antiquated technology, and owners were subjected to equipment that failed under the harsh real-world conditions of sewer inspection. Later, scarcity of resources, both personnel and otherwise, challenged our public customers to even more challenges that they were not allowed budget or staff positions to overcome. Our solutions could provide a unique tool to overcome these shortfalls. Buried infrastructure owners could gain better insight with fewer resources, and we could promote customer loyalty and market share in the process.</p> <p>VISION: Create an inspection technology brand and network 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"> <li>• Build a network of top-tier regional sales and service partners with full on-site capabilities: service, support, inventory, and rentals.</li> <li>• Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions.</li> <li>• Franchise our vision for how sales and service should be run by implementing rigorous processes and training for members of our channel.</li> <li>• Build out an industry leading brand and marketing apparatus.</li> </ul> <p>VALUES (See Attached):</p> <p>We organize our values into three categories. These have not changed over the last 25 years.: (See attached)</p> <ol style="list-style-type: none"> <li>1. Integrity             <ol style="list-style-type: none"> <li>1.1. Character is revealed in adversity. When the chips are down, we step up.</li> <li>1.2. We build gratitude with each interaction. Goodwill pays dividends long-term.</li> <li>1.3. Everyone makes mistakes. We own our mistakes swiftly and fully.</li> <li>1.4. We never sugarcoat. We communicate directly, transparently and with empathy.</li> <li>1.5. It is infinitely easier to maintain trust than regain it.</li> </ol> </li> <li>2. Ownership             <ol style="list-style-type: none"> <li>2.1. We run toward challenges, not away from them.</li> <li>2.2. We spare no effort to ensure great outcomes for our customers.</li> <li>2.3. We grow only when customers are satisfied enough to become return customers.</li> <li>2.4. Our customers sign our paychecks. We don't rest until their problems are solved.</li> <li>2.5. The value of every relationship is immeasurable. We treat our customers like gold.</li> </ol> </li> <li>3. Ingenuity             <ol style="list-style-type: none"> <li>3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way.</li> <li>3.2. We find the best solution—not the quickest, cheapest or easiest one.</li> <li>3.3. Sewer workers face complexity, red tape and dysfunction—but never from Envirosight.</li> <li>3.4. We don't throw money at a problem when brainpower and creativity can solve it.</li> <li>3.5. We don't worry about the future. We envision the future and make it happen.</li> </ol> </li> </ol> <p>OUTCOMES:</p> <ul style="list-style-type: none"> <li>• Having started just inside the top 10, Envirosight is now a top 3 brand in the wastewater inspection and data management/analysis market.</li> <li>• Across our companies, we employ over 165 people and book annual revenue of ~\$100 million.</li> <li>• Our network gives us multiple channels to market, expanding our reach far beyond municipal dealers.</li> <li>• Technologically, we are in the lead regarding the trends driving pipeline inspection and maintenance, including artificial intelligence, cloud storage and services, SaaS and GIS/GPS, as well as underground asset damage prevention.</li> </ul> <p>FUTURE</p> <p>In 2022, Envirosight was acquired by the IDEX Corporation based in Chicago, Illinois. The infusion of capital and collaboration with other business units in the \$3.3 billion company has allowed us to expand our capabilities in sales and marketing, product development, and after sale support. Our strength has grown exponentially upon joining the IDEX roster of companies. Our customers are facing serious resource scarcity, and an influx of capital allows us to further focus our development</p>

		<p>to help them overcome these challenges.</p> <p>At the time of our acquisition, IDEX also acquired our in-house software solutions provider, Wincan. Since we have become one business, our customers have enjoyed unrivaled solutions when in the area of pipeline data collection, delivery, management and analysis. Our direct partnership also brings us closer together in cutting edge development areas such as AI, preventative strategy and geometric reconstruction (digital twins).</p>	
12	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, we will continue to promote the program through the intensive focus of our internal teams and dealers, and the constant communication of the contract's strengths and benefits to our customers. With the help of Sourcewell's support and marketing personnel, this will include:</p> <ul style="list-style-type: none"> <li>• Print advertisements in industry media and both local and national industry events.</li> <li>• Training of internal and partner teams on how the use of the contract: advantages, procedures, and other contract requirements. This will be conducted through online and in- person trainings, and with informational print collateral.</li> <li>• Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, and webinars.</li> <li>• Implementing procedures in our Dynamics 365 CRM and on-line partner pricing portal to present Sourcewell as a primary purchasing option that's pursued on every qualifying municipal sale.</li> </ul> <p>In addition, we advertise prominently to identify and promote the partnership between Sourcewell and EnviroSight. This includes "Sourcewell Awarded Contract" branding on EnviroSight literature, web pages and trade show displays.</p> <p>We will also leverage Sourcewell's in-person trainers at our sales training academies and include virtual trainings and videos on our sales partner portal.</p>	*
13	<p>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. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b></p>	<p>Attachments included in the financial viability section are a Business Entity Standing Certificate, our State (NJ) Annual Report, D&amp;B credit report, and a letter of good standing from JP Morgan Chase.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>In the U.S., the market for sewer inspection technology is broken into a few market segments. Municipal agencies, private inspection contractors, private damage prevention contractors, and engineering firms. We have varied market share percentages geographically and depending on the category, but in general we have a 25% to 30% market share.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>We have mixed market share percentages depending on the market category, but in general we have a about 5%- 10% market share.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>EnviroSight has no completed or pending bankruptcy proceedings to report.</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) EnviroSight is a manufacturer of sewer inspection equipment and software solutions with headquarters in Randolph, New Jersey and satellite offices and truck build center in Pittsburgh, PA.</p> <p>We sell our inspection and data management solutions through a network of (third-party) regionally exclusive dealers. Consolidations and acquisitions have both streamlined and strengthened our distribution and service network. We go to market with a team made up as follows:</p> <ul style="list-style-type: none"> <li>• 18 North American dealers</li> <li>• 53 North American sales locations</li> <li>• 35 North American factory-certified service locations</li> <li>• 150 sales reps</li> <li>• 10 pipeline inspection and data management specialists</li> </ul> <p>The network is managed, supported and supplemented by an in-house sales staff of:</p> <ul style="list-style-type: none"> <li>• One (1) global sales manager</li> <li>• One (1) North American sales manager</li> <li>• Three (3) EnviroSight regional sales managers</li> <li>• Two (2) software solutions sales managers</li> <li>• One (1) strategic accounts manager</li> <li>• Five (5) marketing personnel</li> <li>• One (1) channel service manager</li> </ul> <p>When an equipment order is fulfilled, EnviroSight typically ships the equipment to the dealer for pre-delivery inspection. The local dealer then conducts on-site delivery to and training of the customer.</p> <p>When a software order is fulfilled, the customer receives a link to install and activate the program. Once activated, the local team and/or EnviroSight's internal team will schedule an onboarding and training. These trainings vary between on-site and virtual meetings depending on the complexity of the system and any integrations that must be performed.</p> <p>When service is needed, it is handled at the local dealer's EnviroSight-certified service facility. EnviroSight's in-house national service center will assist with any service issues that cannot be handled locally or in instances where escalation to an engineering, development or design team is indicated.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>EnviroSight does not require any licenses and certifications to be held for equipment operation, although training is encouraged. EnviroSight does issue training certifications when one of our sales training programs are completed. We have various service centers throughout North America at which service technicians are certified to repair EnviroSight equipment. Additionally, many of our sales representatives are 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.</p> <p>In certain potentially combustible applications or environments, an additional safety certification may be required before the equipment enters. Our ATEX systems have been certified to a Class 1, Division 2 safety level offering members a safe solution to inspect and evaluate underground infrastructure that might be potentially combustible. (Certification attached.)</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>EnviroSight has no suspensions or debarments to report within the past 7 years.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>2022 Esri IMGIS Solution Alignment Award (for Global Information Systems) (see attached).</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>The government sector continues to be our largest revenue percentage. On average it is 70%. While the overall percentage had dropped, our gross revenue in the municipal space has grown substantially over the past 5 years. The remainder is mostly contractors who provide services to government agencies and underground locating markets.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Sales to the education sector are under 5%</p>
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>EnviroSight currently holds purchasing contracts with BuyBoard, and Ohio STS. The average annual sales volume for BuyBoard for the past three years has dropped under \$1 M, and for Ohio STS was \$2 M.</p>

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Envirosight does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).
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**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Unified Government of Wyandotte County, KS (KCK)	Brad Phillips	913-573-1363
Pittsburgh Water and Sewer Authority	Mike Dusch	412-606-0093
City of Tallahassee	Anthony Moore	850-694-8032
Los Angeles County Sanitation District	David Bolderoff - Fleet Manager	562-699-6028 x-6054
City of Dallas, TX Technical Services	Zobeida Mendoza	214-649-7883

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

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Envirosight directly employs the following sales, sales management and support roles:</p> <ul style="list-style-type: none"> <li>• One (1) global sales manager</li> <li>• One (1) North American sales manager</li> <li>• Three (3) Envirosight regional sales managers</li> <li>• Two (2) software solutions sales managers (Wincon)</li> <li>• One (1) strategic account manager</li> <li>• Five (5) marketing personnel</li> </ul> <p>Marketing generated prospects are hosted in Hubspot. Once converted to sales opportunities, sales generated opportunities, converted leads and customers are managed in MS Dynamics 365. Our customer service team also uses Dynamics to ensure a top tier customer experience for those already utilizing our solutions.</p> <p>Our sales and service personnel also coordinate on account management and customer service but generally concentrate on networking and sales.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>The EnviroSight sales and service partner channel in North America has consolidated and streamlined due to acquisitions and mergers over the last 4-5 years. Currently it stands at 18 third-party dealer organizations, 150 sales reps, 10 inspection sales specialists, 53 sales locations, and 35 factory-authorized service locations.</p> <p>Some dealer reps focus on EnviroSight products in addition to other product lines. In many areas, dealers also employ field sales reps dedicated exclusively to video pipeline inspection and data management. At the dealer level, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to focus specifically on their areas of expertise.</p> <p>See attached list of distributor sales and service locations.</p> <p>All sales opportunities are forecasted and tracked in MS Dynamics, so we can provide ongoing promotion of Sourcewell options at inception and forward, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements.</p> <p>In the software space, we employ the distribution model above supplemented by direct sales personnel to achieve a deeper understanding of customers' data and how it is stored, moved and utilized. We staff two software regional sales managers and a key account manager in roles that allow them to both seek and close business directly as well as support our sales partner personnel on opportunities they generate.</p> <p>Our sales academy has trained, and continues to equip, hundreds of partner representatives to win deals with a combination of sales strategies, competitive analysis and operational expertise. The EnviroSight team tracks each deal to react quickly to dynamic shifts, make targeted interventions, and coordinate on larger, more strategic accounts. Sourcewell processes have been integrated into all facets of our governmental sales channel management.</p>
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<p>28</p>	<p>Service force.</p>	<p>With the addition of software service responsibilities to our equipment service, our support bandwidth has grown and scaled to continue delivering an ownership experience that matches the quality of our products and solutions.</p> <p>To support our Wincan software customers, we have had to bolster our internal technical support capabilities in both remote (telephone and internet) and field service capabilities. Our support team includes:</p> <ul style="list-style-type: none"> <li>• 6 remote telephone/web support techs, at least one in all 4 North American time zones.</li> <li>• 1 Customer Success Manager</li> <li>• 1 Program Manager</li> <li>• 1 Help Desk Manager</li> </ul> <p>Envirosight has 35 North American factory-certified equipment service locations, each with:</p> <ul style="list-style-type: none"> <li>• Factory-trained and certified service technicians</li> <li>• On-site repair parts inventory</li> <li>• A dedicated service and testing room</li> </ul> <p>We also have 4 equipment technicians at our New Jersey headquarters. Additionally,</p> <ul style="list-style-type: none"> <li>• Rental Equipment. Availability dependent, our team offers no-charge warranty rentals from 20+ locations across the country, plus paid rental equipment for other needs. For instance, specialty jobs require special capability or customers' workloads exceed owned equipment bandwidth. We will offer published rental rates in our cost structure on our renewed Sourcewell contract where we had none in prior agreements.</li> <li>• Maintenance plans and extended warranties to keep cost of ownership predictable long-term.</li> <li>• Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties.</li> <li>• Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm EST ship the same day, with next-day delivery available.</li> <li>• Telephone and Web Based Software Support packages for high level users that require more than our standard tech support.</li> <li>• 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.</li> <li>• 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 able to provide industry standards and best practices training from NASSCO PACP/MACP/LACP,</li> <li>• 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.</li> </ul>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>90% + of the orders generated under this contract will come from Sourcewell members to a member company in our dealer network, although Envirosight can and will generate Sourcewell quotes directly at the request of a customer and/or dealer. In either instance, Envirosight will have complete visibility on all Sourcewell deals. Envirosight will have at least one member of the order fulfillment team fully dedicated to monitoring all Sourcewell orders. The purchase orders for Sourcewell quotes will be made out to Envirosight by the sales partner. An inbound order sheet is required for all orders to Envirosight that indicates whether the sale used the Sourcewell contract or another form of procurement. Orders cannot be entered without this information. Once confirmed, qualifying sales orders will be designated as Sourcewell sales for reporting purposes and fee remittance. 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 and will be responsible for collecting payment. Envirosight will remit the Sourcewell fee directly to Sourcewell upon completion. Our sales channel will constantly receive ordering instructions reminders from us and notifications of any changes to any of our processes, or those of Sourcewell, as we move through the term of this contract.</p> <p>Additionally, Envirosight will conduct periodic internal audits to assure all qualifying transactions and associated Sourcewell fees are accounted for.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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.</p> <p>Our internal software and equipment teams have seventeen full time employees dedicated to our various areas of customer service. These 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. Our software support team provides remote telephone and internet support for customers in the field and our service channel partners.</p> <p>In stock parts will ship the same day, provided the order is received prior to our shipping cutoff time of 3:00PM (EST). In addition, our dealers are stocking dealers, consistently having local inventory of repair parts, components, accessories and full systems or trucks for loan, lease, rent or sale.</p> <p>Finally, Envirosight directly employs four (4) full time service technicians available to provide technical assistance, repair, and advise members of the channel service teams. Our repair turnaround rate is 48 hours.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Eighteen (18) sales partners in the U.S. cover all states with 53 sales locations and 35 factory-certified service locations. These service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians. (See list attached)</p> <p>Envirosight also directly maintains a main customer service and fulfillment center in Randolph, NJ, with satellite offices for software sales and support in Pittsburgh, PA and a truck upfit facility in Callery, PA.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Included in the coverage and capabilities listed above, in Canada we have two (2) sales partners covering all provinces with 9 sales locations and 2 factory-certified service locations. The service locations also offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.</p> <p>Also as above, Envirosight supplements this coverage with our direct efforts in New Jersey and Pennsylvania.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Without exception, we will be fully serving all geographic areas in the United States and Canada under this proposed contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	No participating entity will be excluded from full service under this proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions will apply to Sourcwell's participating entities in Hawaii, Alaska, or in US Territories under this proposed contract.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. We will extend all terms of any awarded agreement to nonprofit entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our marketing program over the past 4 years has yielded great success and growth. From a quarterly average of less than 10 deals per quarter to start 2022, we quickly moved to an average of 17 in 2023. In Q2 of 2025 (our last reported quarter), we reported 27 orders that were sourced using this contract. Our efforts to date will be supplemented as we move ahead with Sourcewell.</p> <p>Upon award, we will continue to promote awareness of and engagement with the cooperative contract. This includes:</p> <ul style="list-style-type: none"> <li>• Our regional managers and other sales personnel equipping themselves with the necessary expertise to accurately represent the program to both our dealers' sales staff and the market as at large. Our customer service personnel are also well versed in the benefits of the program and execution of those benefits.</li> <li>• Promotion of contract participation through print advertisements, website, promotional brochures and other sales collateral, and at industry events. (See attached).</li> <li>• Sourcewell being represented alongside Envirosight at industry shows, exhibitions and other events. (See attached photos)</li> <li>• 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. We will continue to take advantage of the Sourcewell team's willingness to participate in person at our sales academy and other trainings for new and tenured field sales reps.</li> <li>• The municipal market has become much more open to cooperative purchasing possibilities. But we will continue to educate and inform potential members on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars. In addition, our sales partner network has adopted Sourcewell as their preferred solution and continues to push the market in that direction. (See testimonial letters attached)</li> <li>• Integrating procedures in our MS Dynamics CRM and partner on-line pricing portal to ensure Sourcewell is an option that's pursued on every qualifying deal.</li> </ul>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We place heavy focus on digital and content marketing, which brings prospects into our database when they're in the early stages of making a purchase decision, including how they are going to procure the solution that is best for them. We then escort them through the buying process with ongoing communications around product and content, so that when they're ready to make a purchase decision, our solutions are in front.</p> <p>Our digital marketing efforts begin with our Hubspot platform, where we maintain a database of 20,000 + contacts including end users and sales partners. We engage with those contacts consistently with email, social media posts, blog posts and website landing pages, etc. Hubspot is further integrated with our call tracking platform (ZenDesk), CRM (MS Dynamics), and GoogleAnalytics. We also connect with our social media presences through Hubspot, including Facebook, Instagram, Youtube, LinkedIn and Twitter.</p> <p>We have built an extensive library of YouTube video content, including instructional videos on the safe and effective operation of our systems, sales content outlining the strengths and benefits of our inspection and rehabilitation solutions, and customer interest or spotlight videos.</p> <p>Accessing our primary content (downloadable/mailable white papers, posters, infographics, etc.) requires a user gateway so that we can collect additional data about each contact who requests it. We start with basic name, title, company, phone and email, but move progressively toward more in depth information like org type, org size, miles of pipe, and other qualifying data if the user is willing to provide it. This allows us to further direct our messages to those to which it will speak loudest.</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 SEO, social media advertising, event advertising and print advertising.</p> <p>As a corollary to our marketing efforts, our call tracking system (ZenDesk) allows us to monitor an individual interaction's progress to completion and measure its success and customer satisfaction; be it a sales or service occurrence.</p> <p>Our brand experience starts well before a purchase and continues after it. We invest heavily in marketing that:</p> <ul style="list-style-type: none"> <li>• Projects. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels.</li> <li>• Engages. 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.</li> <li>• Builds good will. Establishes our credibility and expertise.</li> <li>• Empowers sales teams. Sometime complex technology requires we educate our teams and deploy visually engaging collateral that helps guide the sales process.</li> <li>• Generates leads. Our funnel health is predicated on generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry.</li> <li>• Builds Loyalty. Customers become lifetime partnerships and further promote our brand.</li> </ul>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We are confident we can continue to depend on Sourcewell for marketing resources: Taking advantage of your marketing resources was a key influence on the growth mentioned in item 37.</p> <ul style="list-style-type: none"> <li>Logos, etc. that can be incorporated into marketing and communication campaigns.</li> <li>The EnviroSight landing page on the Sourcewell website to direct members to our solutions</li> <li>Sourcewell materials and resources, both print and online.</li> <li>Sourcewell experts participating in our efforts to educate both our sales channel and the market overall on cooperative purchasing and this contract specifically.</li> <li>Utilizing member lists provided by Sourcewell to build up our contact lists for email blasts, etc.</li> <li>Further access to cooperative purchasing experts for interview purposes so that we may develop content around Sourcewell and cooperative purchasing in general.</li> </ul> <p>Sourcewell would be integrated into our sales process in the following ways:</p> <ul style="list-style-type: none"> <li>Proactive bid searching for all opportunities we can convert to Sourcewell as a procurement option.</li> <li>Promotion of Sourcewell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website).</li> <li>Training of in-house personnel and channel sales reps on Sourcewell benefits and procedures.</li> <li>Development and promotion of processes that integrate Sourcewell promotion into the vetting of every governmental sales opportunity.</li> <li>Integrating informational materials about Sourcewell into our partner pricing portal to promote awareness of Sourcewell on every municipal deal.</li> </ul>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As we go to market through a distribution network, e-procurement is not available directly to governmental customers. The advanced nature and sometimes complexity of our solutions make it essential that our experts be involved in the buying process to ensure customer satisfaction. However, our new partner portal allows our sales partners to place their orders through an e-commerce site, promoting accuracy in the solution that ultimately reaches our municipal end users. Systems, components, accessories and repair parts are listed.</p> <p>The portal is also the depository for our digital marketing assets, including Sourcewell logos and branding for use on partner websites, social posts and leave behind materials.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The EnviroSight sales channel has inspection specialists that train end users on our systems upon initial delivery at no charge; at times with the assistance of EnviroSight personnel. Subjects covered include:</p> <ul style="list-style-type: none"> <li>Proper operation of EnviroSight systems</li> <li>Operator safety</li> <li>Routine maintenance best practices</li> <li>Data delivery</li> <li>Warranty or other service protocols</li> </ul> <p>As it is understood that governmental entities, as any business, go through staff changes or personnel loss, most partners offer retraining at minimal cost, as well. Whether the sales dealer charges for additional training is determined on a case-by-case basis.</p> <p>In addition, we have built a robust library of operational videos to help customers maintain a high level of competency with our equipment and utilize systems while incurring as little repair time and cost as possible. Access to these comes at no cost to our customers.</p> <p>Our software solutions come with required training at an additional cost. Any training costs will be disclosed to the member during the quoting process. These can happen with training personnel on site or virtually for a reduced cost. The decision on which usually revolves around the complexity of the solution or the level of integration of our software into a customer's existing operation systems.</p> <p>Repair service training is provided by EnviroSight for both service partners and end users. Service training comes at no cost. We also have an online service library where we host videos outlining best practices, 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>

42	Describe any technological advances that your proposed Solutions offer.	<p>At the equipment level, Envirosight products have integrated Wifi communications, imbedded reporting software, advanced measurement capabilities, and run on upgradable software platforms for future expansion.</p> <p>When combined with our data collection and management software (Wincan), Envirosight solutions can provide:</p> <ul style="list-style-type: none"> <li>• Condition assessment of pipeline and other buried structures</li> <li>• Project and fleet management solutions</li> <li>• Geometric structure and/or pipeline data</li> <li>• Rehabilitation and maintenance planning</li> <li>• Virtual project planning and digital twins</li> <li>• Budget analysis</li> <li>• GIS/GPS data integration</li> <li>• 3D system mapping</li> <li>• Artificial intelligence assessment and planning</li> </ul>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The core of our business is to identify piping and sewage vulnerabilities before a pipe break occurs, ultimately limiting hazardous environmental impact. Our systems are fitted with high resolution cameras where problem areas are identified with pinpoint accuracy, minimizing environmental contamination and wasteful digs. Further, when coupled with our data collection and management software (Wincan), users can map out larger problem areas and plan to address them.</p> <p>Our equipment runs on electricity, which reduces greenhouse gas emissions. Envirosight systems do not contribute to noise pollution at construction sites. We have also developed a truck mounted option that uses an electric powered chassis with solar regenerative power to eliminate greenhouse gas emissions on job sites and help governmental agencies get closer to their sustainability requirements.</p> <p>Envirosight has implemented more remote service and operation trainings online, and sales demos and presentations, cutting down on fuel emissions.</p> <p>Envirosight facilities have taken several steps to become more environmentally friendly. We have implemented online parts and systems ordering and confirmation for our sales partner network, and online access to our service library, operation manuals and warranty registrations for end users. The increase in digital resources has reduced our paper consumption.</p> <p>Envirosight has also upgraded its infrastructure to include motion sensor LED lighting and sinks. IDEX Green Solutions attached.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Products are subject to European Directive 2002/96/EC for the safe disposal of electronics.</p> <p>Ancillary truck build components and equipment:</p> <ul style="list-style-type: none"> <li>• LiTime 12V 300Ah LiFePO4 Lithium Battery is UL-1973 tested, FCC, CE, RoHS, UN38.3 certified. EV-grade LiFePO4 cells, 4000+ cycles@100% DOD, 10 years lifespan</li> <li>• The Onan generator meets tier 3 and EPA Phase 3 Standards.</li> <li>• Internal and external LED lighting is used in our vehicle build outs.</li> </ul>	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Unlike some other inspection technology providers in our space, EnviroSight is part of a global, \$3.3 billion dollar corporation (IDEX). This global mindset affords us opportunities in several areas of our business to differentiate our products and services from our fellow providers.</p> <ul style="list-style-type: none"> <li>• Research and development bandwidth on a global scale that can innovate to meet changing demands in our market</li> <li>• Global perspective on rising challenges our customers face such as resource scarcity, global weather changes, and aging infrastructure</li> <li>• Common R&amp;D with other business units within IDEX that offer synergistic products</li> <li>• Web data storage bandwidth far outweighing that of other providers</li> <li>• Global AI advancements across several market segments.</li> </ul> <p>The technology we offer aside, the combination of our internal capacities and capabilities coupled with that of our distribution and service network delivers an ownership experience that is the best in our market space. Investments that enhance this customer experience include:</p> <ul style="list-style-type: none"> <li>• Customer Service Infrastructure. Besides managing our sales funnel, MS Dynamics is our platform for warranty registration, purchased asset tracking, and service and support case management. When coupled with ZenDesk to monitor customer inquiries and support opportunities, and Hubspot to distribute technical bulletins and updates, the three give us full visibility on every aspect of the customer's life cycle with EnviroSight, and our partners.</li> <li>• Service Network. As above, we maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. When you're talking about technology that's used to maintain essential services, the stakes are high. We value the trust put in us and our partners to maintain the highest levels of production time and efficiency.</li> <li>• 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.</li> <li>• 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</li> </ul>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Haaker Equipment Company (dealership, certification attached)
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	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.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Although Envirosight does not have any leasing or financing options directly available to end users, our distribution network offers various programs that can help connect Sourcwell members with third party financing. In addition, many of our distributors offer financing through Sourcwell and the financing products offered by NCL; many times providing creative ways for localities to get the equipment they need to serve their rate payers and citizens.

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>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, including whether or not Sourcwell was used to complete the ordering process. We also require a copy of the purchase order from the municipality to our distributor to ensure we pay the proper fees upon completion of the transaction. Once completed, the order will be processed and will be designated as a Sourcwell 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>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do not accept the P-card procurement and payment process; however, our distributors do accept this type of payment. They charge no additional cost for agencies to process payment in this way.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We will continue to provide Sourcwell members a 5% Discount off list price on systems, components, and accessories. Software packages and implementations will be discounted 2% on the new contract where none was offered before. Whether purchased outright or on a subscription basis (SaaS). Last, rehabilitation/maintenance cutters and their accessories will be offered at a 7.5% discount off our published list price. The attached pricelist includes both list and discounted pricing as well as the SKU number for each item.</p> <p>Any services provided by Envirosight pursuant to this agreement will be priced here and be eligible for discount on a case-by-case basis relative to the volume of work that is contracted. (AI coding services, data conversion, etc.).</p> <p>Rental rates published in this contract are not discounted, however qualify for discounts according to the length of the rental term. Note weekly versus monthly rates.</p> <p>Chassis and vans will be priced at MSRP and discounted according to any rebates or other manufacturer's programs that are available at the time of purchase.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>5% discount off list price on equipment systems and accessories.</p> <p>2% discount off Wincan software packages. (we were unable to offer software discounts on previous contracts but have worked on contract volume and are able to moving forward). This will apply to annual software subscriptions as well as data and AI services.</p> <p>7.5% discount off rehabilitation/maintenance cutters and accessories.</p> <p>Non-specific volume discounts for services provided or rentals by Envirosight and/or its partners that can be offered at time of order.</p> <p>Rental rates published in this contract are not discounted, however qualify for discounts according to the length of the rental term. Note weekly rates versus monthly.</p> <p>Any chassis rebates or other manufacturer's programs that are identified at the time of purchase will be passed on to the purchasing member.</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Envirosight has always maintained a large account program where purchases of 5 or more of any equipment system can receive an additional 2% discount. We would extend this volume discount to Sourcwell members/customers that purchase at the same volume.</p> <p>Volume discounts for services and rentals will be as above.</p>	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We will continue supply specific non-standard or "sourced" items to our truck builds and inspection systems. "Nonstandard or unpublished options", would be supplied at cost or add at the most 5% to cover the resources used to acquire these items for the member.	*

63	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.	Equipment sales are FCA our main facility in Randolph, NJ IncoTerms 2020. Truck Builds will be FCA the Envirosight Truck Build Facility in Callery, PA - IncoTerms 2020. Software purchases will incur no freight charges for delivery but do require mandatory training that is charged at differing levels depending on whether training occurs on site or virtually.  Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined by our local distributors. These additional costs of acquisition will be presented to the member entity at the time of proposal prior to the issuance of order.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There will be varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.  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.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard lowest rate will be used for all deliveries in North America. We do not charge higher shipping rates for areas outside the contiguous 48 states or Canada. Should the program spread to Central or South America, the same policy would apply	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While many of our competitors ship equipment directly to end users, our sales partners are contractually obligated to provide in person delivery and training. Also, a predelivery inspection is performed prior to delivery both at Envirosight headquarters, and the facility of the delivering dealer.  Software deliveries can be made via e-mail link and a simple activation process. The program can be downloaded from our software website prior to activation to any computer or laptop. Software training and installation can be performed either virtually or in person.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All customer orders will be initially submitted to our sales partner, and an order will be submitted to Envirosight by that partner. Envirosight ensures that both Sourcewell participating entities and our sales dealer network obtain the proper pricing. Inbound order sheets for Envirosight have listed whether or not the sale used the Sourcewell contract, and a copy of the order to the partner is required. Orders can't be entered without this information.  Upon entry, orders will 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 both customer service and accounting staff designated to monitor all Sourcewell sales, remitting all Sourcewell fees, and reporting quarterly sales.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Both our internal and distributor sales teams are constantly evaluating and steering opportunities to this contract. To that end, all governmental sales will be noted in our MS Dynamics CRM. We will continue to understand how many municipal sales opportunities are awarded through Sourcewell to understand areas we can make inroads where the contract isn't utilized. We 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 items, and we have the metrics we seek to better understand how our contract program is performing.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Upon contract award, we propose a 1.5% administrative fee on all qualifying transactions. This fee will be payable to Sourcewell for managing and promoting the cooperative procurement contract.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell members will receive a 5% discount off list price on inspection equipment, 2% on software packages, 7.5% on robotic cutters, and other volume discounts and rebates that circumstantially apply.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
71	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	<ul style="list-style-type: none"> <li>• High definition video pipeline inspection crawlers: The world's most trusted crawler brand, ROVVER X, steerable 6-wheel drive, tool-free assembly and disassembly, and a modular design. Accessories include a motorized camera lift, large-diameter carriage, side scan camera, a robotic cutter to remove small obstructions, and laser geometry profiling. With powerful controls, an operator can access any function using a touchscreen, log observations and generate reports. Online updates keep systems 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.</li> <li>• 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. Additionally, the lateral system is utilized to mitigate/prevent damage to existing infrastructure. The system also accepts a powerful robotic cutter to remove obstructions and/or reinstate services that have been covered during rehabilitation.</li> <li>• Pipeline inspection vehicles: We build sewer inspection truck bodies that keep crews safe and productive. Our truck builds spare no amenity and work with a wide range of chassis/power options. We also offer fully electric truck options with zero emissions.</li> <li>• Zoom pipeline survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed.</li> <li>• Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera.</li> <li>• Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle.</li> <li>• Manhole inspection system: The Quickview360 captures sidewall imagery and a 3D rendering of structures allowing in depth geometric analysis, and other tools to view and measure results. The system equips users with the data necessary to plan preventative projects that extend the life of the structure.</li> <li>• 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.</li> <li>• Robotic cutters: Allow the removal of obstructions from underground assets without the need to dig/expose the pipeline. These cutters are also able to reinstate house services and laterals that may have been obstructed organically or during repair. In certain potentially combustible applications or environments, an additional safety certification may be required before the equipment enters. Our ATEX systems have been certified to a Class 1, Division 2 safety level offering members a safe solution to inspect and evaluate underground infrastructure that might be potentially combustible. (Certification attached.)</li> </ul>
72	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"> <li>• Sewer inspection equipment</li> <li>• Sewer inspection trucks</li> <li>• Sewer inspection software</li> <li>• Asset management software</li> <li>• Manhole inspection</li> <li>• Sewer cleaning nozzles</li> <li>• Drain inspection cameras</li> <li>• Push cameras</li> <li>• Cross-bore location</li> <li>• Lateral launch inspection</li> <li>• Sewer rehabilitation</li> <li>• Storm drainage system inspection</li> <li>• Damage prevention</li> <li>• Underground utility locating</li> <li>• Artificial intelligence analysis and planning</li> </ul>
73	Describe the integration and compatibility of any software products offered, with industry hardware.	Wincan software is built to be hardware agnostic, and as such, will accept pipeline data from any of the commonly utilized inspection systems in our industry.
74	Describe the integration and compatibility of any hardware products offered, with industry software.	Envirosight hardware easily integrates with any of the commonly used data collection software platforms in our market. An exception can be noted here for our manhole scanner. The geometric data generated by the system is very specialized, and as a result requires Wincan software to build these models.

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
75	Video, acoustic, scope, and other imaging equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envirosight offers equipment to visually inspect and provide geometric statistics on sewer and stormwater infrastructure, including mainline inspection crawlers; lateral launch crawlers; sewer inspection vehicles; push cameras; zoom survey cameras; video nozzles; manhole inspection systems; and software for sewer inspection and sewer asset management.
76	Flow and leak testing, detection, and locating equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envirosight robotics are equipped with locator sondes which can be tracked from surface level for precise GPS coordinates of underground assets.
77	Related sensors and other monitoring equipment and technologies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Properly equipped, Envirosight equipment can provide geometric data on underground assets through lasers, photogrammetry, and time of flight sensors. In addition, systems can employ temperature sensors used primarily in landfill applications to identify areas of potential environmental impact.
78	Underground infrastructure rehabilitation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envirosight offers accessory equipment to our inspection systems that allow users to remove debris, infiltrating root growth and other obstacles from pipelines that can effect flow and the proper operation of wastewater and drainage systems without the need to expose the asset (dgi it up).
79	Products, accessories, supplies, parts, technology, software, and services related to the offering in 75-78.	<input checked="" type="radio"/> Yes <input type="radio"/> No	To support the end users of the inspection and repair equipment we provide for wastewater and stormwater infrastructure, Envirosight and its partners maintain a constant supply of 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 AI support for operators and decision makers..

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

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

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Tuesday August 05, 2025 10:03:17
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday August 05, 2025 10:03:33
  - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Tuesday August 05, 2025 10:03:53
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE\_MBE\_SBE Certificates.zip - Tuesday August 05, 2025 10:04:11
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday August 05, 2025 10:04:24
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday August 05, 2025 10:04:36
  - Requested Exceptions (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Underground_Infrastructure_Inspection_RFP_080525</b> Mon July 28 2025 04:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Underground_Infrastructure_Inspection_RFP_080525</b> Fri July 25 2025 04:22 PM	<input checked="" type="checkbox"/>	1



## **Envirosight #080525-EVS**

Pricing for contract #080525-EVS offers Sourcewell participating agencies the following discounts:

- 5% discount off list price on equipment systems and accessories
- 2% discount off Wincan software packages including annual software subscriptions, data and AI services
- 7.5% discount off rehabilitation/maintenance cutters and accessories
- Non-specific volume discounts for services or rentals
- Rental discounts offered based on the term of the rental
- Volume discounts of 2% for purchases of 5 or more of any equipment system.

## Certificate Of Completion

Envelope Id: 1ADD7C95-F3E8-8F8E-82D1-BC71BDF45673

Status: Sent

Subject: Council Legislation - EnviroSight

Source Envelope:

Document Pages: 59

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

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prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

### Signature

### Timestamp

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Daniel Harden*

Sent: 5/1/2026 1:51:04 PM

Viewed: 5/4/2026 7:27:51 AM

Signed: 5/4/2026 7:28:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Deputy Director of Finance

Metro

Security Level: Email, Account Authentication  
(None)

*Michelle A. Hernandez Lane*

Sent: 5/4/2026 7:28:12 AM

Resent: 5/4/2026 2:44:19 PM

Viewed: 5/5/2026 11:45:30 AM

Signed: 5/5/2026 11:46:00 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Sent: 5/5/2026 11:46:08 AM

Viewed: 5/5/2026 3:07:17 PM

Signed: 5/5/2026 3:08:46 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

Accepted: 5/5/2026 3:07:17 PM

ID: 8ebc949e-45d8-466d-a785-ec3f5b0da811

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Kelli Woodward*

Sent: 5/5/2026 3:08:53 PM

Viewed: 5/5/2026 4:53:19 PM

Signed: 5/5/2026 4:53:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 5/5/2026 4:53:19 PM

ID: 816db3f9-15b8-4d4e-8f31-584c260ec1b0

Signer Events	Signature	Timestamp
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Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
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Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/5/2026 9:50:32 AM  
ID: e805ea4d-e28d-4dd3-aa69-9d9fc5b0db1b

Kelli Woodward  
Kelli.Woodward@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/5/2026 4:53:19 PM  
ID: 816db3f9-15b8-4d4e-8f31-584c260ec1b0

Amber Gardner  
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Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
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Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/5/2026 9:54:00 AM  
ID: 81908b86-25e9-4462-9759-54ef735074ce

Gary Clay  
gary.clay@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication  
(None)

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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

5/1/2026 1:51:04 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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