

**RESOLUTION NO. 24-39**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF AN ECO-TRAILER SEWER INSPECTION CAMERA SYSTEM FOR THE UTILITIES DEPARTMENT FROM JET-VAC EQUIPMENT COMPANY, LLC IN THE TOTAL AMOUNT OF \$155,854.08; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.**

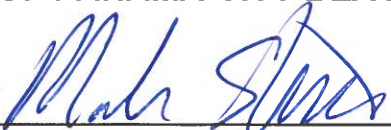
**BE IT RESOLVED** by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Jet-Vac Equipment Company, LLC, as an authorized dealer for Rapidview, LLC, for the purchase of an Eco-trailer sewer inspection camera system for the Utilities Department in the total amount of One Hundred Fifty-Five Thousand Eight Hundred Fifty-Four Dollars and Eight Cents (\$155,854.08) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, Contract No. 120721-RVL, as subsequently amended, in the form **attached** as Exhibit B.


**THIS RESOLUTION** shall be effective immediately upon passage.

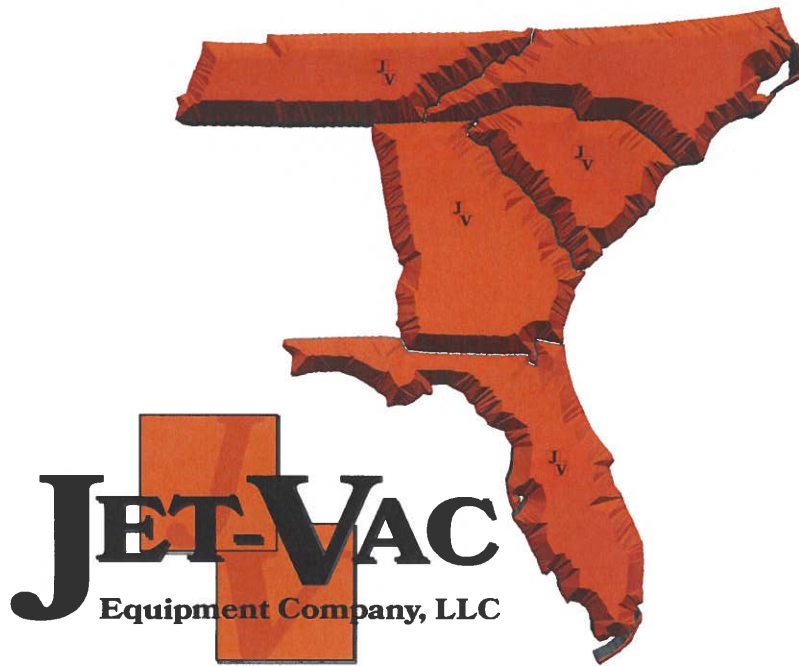
**PASSED, APPROVED AND ADOPTED** in regular session this 14<sup>th</sup> day of December 2023.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk



**Date:** 10/25/2023

**Quoted To:**

City of Panama City Beach  
 Attn: Accounts Payable  
 200 N. Gulf Blvd.  
 Panama City Beach FL 32413

**Location:** ATLANTA

**Quote Number:** Q00499

**Expiry Date:** 11/24/2023

**Salesperson:** SHANE STEVENSON  
 (706) 905-8758  
 shane@jet-vac.com

**Responsible:** HILARY HODGE  
 (803) 848-1737  
 hilary@jet-vac.com

**Attention:** Jeremiah Jagers

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

ORION Zoom PAN & TILT CAMERA	20,865.00
T76 TRACTOR	23,823.00
Camera Base CB 3.2S Module for T76/86 Tractor	5,318.00
Remote Elevator for T76/86	7,811.00
BS 3.5 EDI CONTROLLER	18,063.00
KW305.2 Synchronized Power Cable Reel	33,046.00
CAMERA CABLE TYPE 524/11 - 1000'	5,861.00
19" INDUSTRIAL PC PACKAGE	6,435.00
RAPIDVIEW ECO-TRAILER	19,704.00
* Dimensions - 6'(wide) x 12'(long) x 7'(tall)	
* GVRW - 2990 lbs	
* Single Leaf Spring Axle	
* Powder Coated Rims with 15" Bias Ply Tires	

- \* EZ Lube Hubs
- \* Stone Guard
- \* ATP Exterior Aluminum Fenders
- \* DOT Approved LED Clearance & Tail Lights
- \* FRP sidewalls
- \* Galvanized Roof
- \* Side Door with Locking Latch
- \* Rear Full Open Swing Doors
- \* Welded Safety Chains

**POWER:**

- \* 4000w Digital Hybrid Generator Tongue Mounted
- \* Shore Power Plug with Connection Cable & Adapter
- \* Square D Breaker Box
- \* Automatic Power Transfer Switch
- \* 725w Battery Charger
- \* 12v Deep Cycle Battery with Battery Box
- \* 12v Fuse Panel
- \* 12v Roof Mounted Safety Strobe Light

**OFFICE AREA:**

- \* Heavy Duty Coin Vinyl Flooring
- \* Heavy Duty Carpeted walls
- \* Laminated Desk with PVC Edging
- \* 19" Rack Mount Space 17U
- \* 2 LED Ceiling Light Fixtures with wall switch
- \* High Efficiency Roof A/C
- \* Sliding Rear Viewing Window 30"(wide) x 20"(tall)
- \* Dual Desk Top 120vac Outlet with 2 USB Charging Ports
- \* 4 120vac Outlets Under Desk
- \* Armed Task Chair

**WORK AREA:**

- \* Heavy Duty Coin Vinyl Flooring
- \* 3/8" FRP Side walls & Ceiling
- \* 2 LED Ceiling Light Fixtures with wall switch
- \* 6 Drawer, Ball Bearing Slide, Tool Chest 16" X 34" X 25"
- \* Hard Maple work Bench 40"(wide) X 24"(deep)
- \* 14 Gallon Fresh water wash Down Tank with Pump
- \* 6 GFI Protected 120vac Outlets

**Additional Charges**

EQP SOURCEWELLDISCOUNT	-6,243.92
EQP SHIPPING	2,500.00
TRAINING	3,500.00

**Parts**

PRESSURE TEST	529.00
IBAK Pneumatic	1,439.00
Treaded wheels	1,279.00
Tungsten Carbid	1,453.00
Tungsten Carbid	1,540.00
KUV 2.7 Cable D	756.00
Cable Deflectio	1,151.00
Cable Deflectio	1,403.00
KW Reel Foot-Op	1,080.00
NONHD VIDEO CAP	513.00
Low Profile KW	1,425.00
MONIT,MNTS,CBLS	2,604.00

**Comments**

Sourcewell Contract #120721-RVL  
 RapidView - Underground Infrastructure  
 Maturity Date: 01/17/2026

**Selling Price:** 155,854.08  
**Tax:**

**Net Selling  
Price:**

155,854.08

**Accepted by:**

\_\_\_\_\_

**Prepared by:**

\_\_\_\_\_



**Solicitation Number: RFP #120721**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RapidView LLC, 1828 W. Olson Rd., Rochester, IN 46975 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

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

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



payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

**11. INDEMNITY AND HOLD HARMLESS**

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

**12. GOVERNMENT DATA PRACTICES**

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

**13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

**A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademarks in advertising and promotional materials for the purpose of marketing Supplier’s relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

RapidView LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 1/13/2022 | 12:22 PM CST

DocuSigned by:  
*Steve Keranko*  
By: 57D33CE92ECD463...  
Steve Keranko  
Title: Director of Sales  
Date: 1/13/2022 | 10:41 AM CST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 1/13/2022 | 12:23 PM CST

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

---

## Vendor Details

Company Name: RapidView LLC  
Address: 1828 W Olson Rd  
Rochester, Indiana 46975  
Contact: Steve Keranko  
Email: skeranko@rapidview.com  
Phone: 574-224-5450  
Fax: 574-223-7953  
HST#: 20-5783630

## Submission Details

Created On: Thursday October 21, 2021 13:06:26  
Submitted On: Monday December 06, 2021 14:52:04  
Submitted By: Steve Keranko  
Email: skeranko@rapidview.com  
Transaction #: 4b1a8d7e-246b-40bc-a310-1013b36a6467  
Submitter's IP Address: 199.16.222.127

---

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	RapidView LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	RapidView LLC is the only entity.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	RapidView LLC is the only entity.
4	Proposer Physical Address:	RapidView LLC 1828 W. Olson Rd. Rochester, IN 46975
5	Proposer website address (or addresses):	www.rapidview.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Sutton VP of Sales and Marketing 1828 Olson Rd Rochester, IN 46975 msutton@rapidview.com 574-224-5427  Rex Robison CEO 1828 Olson Rd Rochester, IN 46975 rrobison@rapidview.com 574-224-5453

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

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



9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>Mission Statement</b> Our mission is to provide our customers with increased profits by providing the best products and service in the pipeline inspection industry.</p> <p><b>Company History</b> RapidView, LLC created business partnerships with several manufacturers of high quality sewer pipeline maintenance products, including our primary product line from IBAK Helmut Hunger GmbH &amp; Co. KG of Kiel Germany, a manufacturer of high quality CCTV pipeline inspection systems since 1957. RapidView LLC imports, distributes and services the complete IBAK camera inspection product line, within North America, from our Rochester, Indiana facility.</p> <p>Originally founded in 1991, as R&amp;R Visual, our company began developing and providing unique inspection solutions to the nuclear, petrochemical, industrial and municipal sewer industries. The development side of the business, RapidView, has designed and marketed the first practical sonar inspection system or sonar profiling for use in liquid filled pipelines. The success of the company was not only based on the construction and sale of sonar units, but by practical applications in the field to provide previously unattainable pipeline assessment data. We have strived to be a single source for subsurface inspection equipment, utilizing the latest in technology coupled with a full staff of trained professionals. The IBAK product line is a perfect fit with our company's philosophy and our customer's diverse needs. This was a logical expansion for our business. The sonar inspection business and specialized long-distance CCTV pipeline inspections created many satisfied customers throughout North America. Our customers like our products, our services, and trust our staff. The addition of the IBAK product line continues our devotion to our customers.</p>
10	What are your company's expectations in the event of an award?	RapidView LLC (#122017-RVL) became a Sourcwell approved vendor in February 2014. We have experienced increased growth and acceptance of the contract in each of the 7+ years we have been a member. If awarded another four-year contract, RapidView anticipates a continued increase in acceptance of the contract and sales volume, which in turn will benefit the customer by providing them with State-of-the-Art Technology without the strains of traditional bidding processes. Continued increased efficiencies will be recognized by us, the seller, and participating Sourcwell members delivering considerable time and costs savings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	RapidView continues to show strong financial strength every year since inception more than 15 years ago. RapidView has consistently remained profitable, solvent, and financially stable. This is evidenced by strong profit margins, excellent return on assets, and solid liquidity position. RapidView continues to have strong sales year after year. In the 7 plus years RapidView has been a part of the Sourcwell family, our sales have quadrupled. We have continued to grow operations while maintaining a very low debt to equity ratio. In 2020, we completed a 10,000 square foot building renovation and expansion project and also added staff in conjunction with that development. This was completed without incurring any long-term debt during a pandemic. To demonstrate our financial growth since the first Sourcwell award in 2014, two financial statements have been combined into one PDF and were uploaded in the supporting documents section - 2020 Financial Statement and 2012 Financial Statement.
12	What is your US market share for the solutions that you are proposing?	RapidView's US market share is 35%.
13	What is your Canadian market share for the solutions that you are proposing?	RapidView's Canadian market share is 30%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, RapidView LLC has never petitioned for bankruptcy protection.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>(A). RapidView LLC is the North American distributor of IBAK pipeline inspection and rehabilitation equipment. Our dealer network are independent business owners.</p> <p>A sole source letter has been uploaded in the Additional documents section and labeled - RapidView Sole Source letter.</p>
16	<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>RapidView LLC holds a business license and an auto dealership license in the State of Indiana.</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>RapidView has not had any suspensions or debarment in our company's history.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>American Infrastructure's Brand Survey Winner for five consecutive years. 2017-2021</p>
19	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Fifty percent of RapidView's business is in the government market. The other fifty percent is in the contractor market.</p>
20	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>RapidView currently does not have any Sourcewell sales in the education sector.</p>
21	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Sourcewell - \$16,100,000 (01/01/2018 – 12/31/2020)                      Ohio State Contract - \$4,000,000                      HGAC - \$2,300,000                      PA - \$1,400,000                      GSA - \$0                      OK - \$0                      MN - \$0</p>
22	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GSA Contract GS-30F-1012H - \$0</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Sandy Suburban Improvement District	Jerry L. Knight, General Manager	(801) 561-7662
City of Madison	Jay Schlimgen, Public Works General Manager	(608) 266-4819
City of Ft. Wayne	Karen Morris, Programs Manager Operations and Maintenance	(260) 427-5169

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Colorado Springs Utilities	Government	Colorado - CO	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$525,000 per inspection vehicle	\$ 2,100,000
City of Oakland	Government	California - CA	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$466,666 per inspection vehicle	\$ 1,400,000
The Metropolitan Sewer District of Greater Cincinnati	Government	Ohio - OH	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$450,000 per inspection vehicle	\$ 900,000
City of Corpus Christi	Government	Texas - TX	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$291,666 per inspection vehicle	\$ 875,000
Baltimore County Department of Public Works Bureau of Utilities	Government	Maryland - MD	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$770,000 per inspection vehicle	\$ 770,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	RapidView's primary product line is IBAK pipeline inspection equipment. We are responsible for covering all of North America (US, Canada and Caribbean Islands). Between our manufacturing plant in Kiel, Germany and our North American location in Rochester, Indiana, we have over 300 employees. In North America, we employ over 50 people, and our sales force is 100% focused on the sales and service of this equipment. Our sales force is comprised of five Regional Sales Managers (Northeast, North Central, South, Midwest and West), Director of Sales and a VP of Sales and Marketing. Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada.

26	Dealer network or other distribution methods.	<p>Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada. Many of our dealers are located in multiple states.</p> <p>Here is a list of our dealers and the territories that they cover.</p> <p><b>US Dealers</b>                  Jet-Vac Sewer Equipment Company (Georgia, North Carolina, South Carolina, &amp; Tennessee)                  Jack Doheny Companies. (Michigan, Indiana, Kentucky, Ohio, Florida, California, New Jersey &amp; S. New York)                  Essential Equipment (Texas and Oklahoma)                  Maryland Industrial Trucks, Inc. (Maryland, Virginia, and Delaware)                  Guthrie Sales and Service (New York)                  C.N. Wood Co., Inc. (New Hampshire, Mass., Vermont, Maine, Rhode Island, and Conn.)                  Vacuum Truck Sales and Service (Louisiana, Arkansas, Mississippi, and Alabama)                  Midwest Vac Products (Southern Illinois, Missouri, Kansas)                  Titan Machinery (Minnesota, North Dakota, South Dakota and Montana)                  Dawson Infrastructure (Colorado, Utah and Wyoming)                  SWS Equipment (Washington)                  U.S. Municipal (Pennsylvania)</p> <p><b>Canadian Dealers</b>                  Jack Doheny Company (Ontario)                  Donison NDT (Alberta, Manitoba and Saskatchewan)                  Rollins Machinery LTD (British Columbia)</p>
27	Service force.	<p>Customer service and satisfaction is our #1 priority. RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada. We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service. All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities.</p> <p>Here is the list of the RapidView Certified Service Centers.</p> <p>Alberta   Donison NDT                  California   Jack Doheny Company                  Colorado   Dawson Infrastructure Solutions                  Florida   Jack Doheny Company                  Georgia   Jet-Vac Equipment Company                  Illinois   Midwest Vac Products                  Michigan   Jack Doheny Company                  Mississippi   Vacuum Truck Sales and Service                  Nevada   Jack Doheny Company                  Ohio   Jack Doheny Company                  Oklahoma   Essential Equipment                  South Carolina   Jet-Vac Equipment Company                  Texas   Essential Equipment                  Utah   Dawson Infrastructure Solutions                  Washington   SWS Equipment, Inc.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>RapidView makes the Sourcewell ordering process simple. Whether ordering through our dealer network or with RapidView directly, the process is virtually the same. Here is an outline of how the process works.</p> <p><b>Order Process (Dealer or Direct)</b></p> <ul style="list-style-type: none"> <li>- New Sourcewell Customer generates PO for equipment.</li> <li>- If a dealer is involved, dealer will accept the PO from the customer and generate a PO to RapidView.</li> <li>- If this is a direct sale, the customer will generate a PO to RapidView.</li> <li>- Once equipment is delivered, an invoice will be generated to customer.</li> <li>- Once payment is received, RapidView will pay the Sourcewell agreed fee.</li> </ul>

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>RapidView and its dealers are committed to providing customers with the best equipment and service in the industry. We understand that time lost due to repairs or poor training are detrimental to a customer's productivity and bottom line. We offer a variety of completely free training programs for our customers throughout the year, because we know however well-built, all equipment can break down. RapidView provides the training, tools and support to conduct many repairs yourself. When faced with a more complicated repair, you can be assured that our Service Techs will repair equipment quickly and have it back to the customer as soon as possible.</p> <p>Here is list of how RapidView and its dealer network strive to keep equipment in the field being productive and helping customers reach their goals.</p> <ul style="list-style-type: none"> <li>- RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada.</li> <li>- We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service.</li> <li>- All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities.</li> <li>- The service team utilizes a case management system within the CRM. When a piece of equipment arrives at the service center, the customer, through email communication, can track the repair all the way through the process.</li> <li>- Concierge service program – when a customer arrives for an on-site equipment repair appointment, they have access to the company lounge, loaner vehicle, walking trails, etc... This helps pass the time while their equipment is being repaired.</li> <li>- \$8,000,000 in spare parts and quick same day shipping if ordered before 2:00pm. Having all these parts in inventory, allows RapidView and its dealer network to repair any piece of equipment without having to wait on parts to be manufactured and shipped. RapidView Service team can typically turn around repairs in one day. If you ship your equipment to us via UPS, we receive the product by 10:00 AM and can ship it back via UPS at 5:00 PM.</li> <li>- Free Standardized training programs – RapidView offers group or one-on-one training classes with our repair technicians and it's free of charge</li> <li>- Other training options - Every other year RapidView hosts a free 2-day customer appreciation training event at our Rochester, Indiana facility called SeptemberFest. We have dozens of technical sessions that provide hands-on training for nearly any repair. RapidView also hosts training events throughout North America at dealer locations.</li> </ul>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. RapidView has been part of the Sourcewell family since 2014. During that time, our total Sourcewell sales have been over \$30 million to about 150 Sourcewell members. We welcome the opportunity to continue to promote the Sourcewell contract in the United States.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. We welcome the opportunity to continue to promote the Sourcewell contract in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	RapidView will be able to sell and service (including all Sourcewell sectors) pipeline inspection equipment throughout all of the US and Canada without any restrictions.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	RapidView will be able to sell and service pipeline inspection equipment for all Sourcewell participating entity sectors (i.e., government, education, not-for-profit) throughout all of the US and Canada without any restrictions.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Hawaii, Alaska and the US Islands.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Even though we have been an approved Sourcewell vendor for the past seven plus years, we would market the Sourcewell award as if this was the first time being awarded the contract. After the Sourcewell contract gets awarded, we will schedule a conference call with our dealer network to review how the contract works and the process for submitting equipment orders. We will also send an email blast to all of our customers and prospects announcing that we are an authorized vendor listed on the Sourcewell contract. Our newsletter email campaign consists of about 6000 individuals. We will continue to list Sourcewell on our website and ongoing promotion in magazine ads and on Facebook, Twitter and LinkedIn. Each year we have either a dealer meeting or customer/prospect meeting. During these meetings, we would have a segment dedicated to Sourcewell. RapidView also promotes Sourcewell at all national trade shows or RapidView sponsored events - WWETT, No-Dig, WEFTEC, Tri-State, SeptemberFest, etc... There are examples of RapidView promoting Sourcewell in the document upload section.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	You can visit our website at www.rapidview.com. We market using Facebook, Twitter and LinkedIn. We also market through Netsuites CRM, Paid Search and Digital display ads. Our monthly newsletter campaign also mentions the Sourcewell contract and is distributed to over 6000 individuals. Our dealer network also markets the Sourcewell contract using the same methods.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over the past eight years, Sourcewell has supported RapidView in many different ways. Here are a few examples. <ul style="list-style-type: none"> <li>• Educating our sales staff and dealer network</li> <li>• Participating in prospect sales presentations</li> <li>• Presenting at RapidView customer events</li> </ul> RapidView looks for this support to continue in the next contract term.  Sourcewell is our #1 cooperative purchasing contract and will be for the next four years. Sourcewell is discussed in every potential customer meeting, and this will continue over the next four years.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products and services are not available through an e-procurement ordering process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	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.	RapidView provides many opportunities for equipment/operator and maintenance/repair training. <ul style="list-style-type: none"> <li>• Equipment and/or maintenance training at the Rochester, IN facility. (free of charge)</li> <li>• On-site equipment and/or maintenance training (additional fee)</li> <li>• Product specific technical sessions that provide hands-on training (free of charge)</li> <li>• Every other year RapidView hosts a free 2-day customer appreciation party / training event at our Rochester, Indiana facility called SeptemberFest. (free of charge)</li> <li>• RapidView also hosts training events throughout North America at dealer locations. (most are free of charge)</li> <li>• One-on-one training with our repair technicians at our facility in Rochester, IN. (free of charge)</li> <li>• RapidView has created tech tip video tutorials that cover most of the do-it-yourself repairs. (free of charge)</li> </ul>

<p>40</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>RapidView IBAK North America is known as the company of "firsts".</p> <ul style="list-style-type: none"> <li>• First Sewer Camera</li> <li>• First Pan &amp; Tilt Camera</li> <li>• First Report Writing Software</li> <li>• First Lateral Launch Robot</li> <li>• First Always Upright Pan &amp; Tilt</li> <li>• First Pan &amp; Tilt for 4"</li> <li>• First Pan &amp; Tilt Push Camera</li> <li>• First 360 Panoramo Optical Scanner</li> <li>• First 4K/HD CCTV Camera.</li> </ul> <p>Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO® system is providing better data to engineers, reducing stress for operators, increasing productivity and changing the way we inspect our underground infrastructure. The revolutionary PANORAMO® technology is available for manhole inspections! PANORAMO®SI provides a complete 360° view of the manhole after the inspection, similar to normal PANORAMO® pipe segment files. Conduct inspections in a fraction of the time it would take you with traditional methods! Available as an add-on to your PANORAMO® system or in a stand-alone version. RapidView is the only company to offer this technology.</p>
<p>41</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards.</p> <p>At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded.</p> <p><b>Quality</b> The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world.</p> <p><b>The Environment</b> The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment.</p> <p><b>Energy</b> In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.</p>
<p>42</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>This answer is the same as question #41.</p> <p>The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards.</p> <p>At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded.</p> <p><b>Quality</b> The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world.</p> <p><b>The Environment</b> The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment.</p> <p><b>Energy</b> In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.</p>

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	RapidView does not hold any of these certifications.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>IBAK designs and manufactures the components that go into our systems. We do not rely on off-the-shelf consumer products that may be discontinued next month. We manufacture over 85% of our product components so we can guarantee quality, reliability and availability of spare parts for 10 years down the road.</p> <p>Another characteristic that sets us apart from our competition is our experience. Our senior management team has been in the business for over 30 years. Our sales team has been in the business for an average of 8 years. Our customer service and repair technicians have been with the company for an average of 10 years. With all of this experience, there are not a situation that our customers encounter that we cannot help them with.</p> <p>IBAK has been designing and building pipeline inspection robotics since we started the industry in 1957. It is simply the best equipment available. Also, with over 20% of the company dedicated to research and development and a proven track record of industry defining products, customers can be sure they have a partner for the long haul.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, RapidView's warranties cover all products, parts and labor.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, RapidView does not impose any usage restrictions or other limitations that adversely affect coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, RapidView's warranties does not cover the expense of the technicians' travel time and mileage.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No – our warranty covers all of the US, Canada and the Caribbean Islands.</p> <p>RapidView provides warranty to all areas that RapidView represents.</p>
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	RapidView will cover only RapidView IBAK equipment. For products other than IBAK equipment, we utilize the warranties from the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	RapidView will employ reasonably commercial efforts to fill customers/dealers orders promptly on acceptance by RapidView, but reserves the right to allot available inventories among distributors and end user customers at its discretion. Except for RapidView's Products that are found to have a manufacturer's defect at the time of sale to Distributor, RapidView shall not be obligated to accept any of RapidView's Products that are returned by customer/Distributor. In the event such returns are accepted by RapidView, it may impose a 15% restocking fee.
51	Describe any service contract options for the items included in your proposal.	RapidView's standard warranty coverage is for one year. Extended warranty coverage is available for an additional cost for up to two additional years.



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

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	RapidView's payment terms are 30-day terms. The accepted payment methods are Visa, Mastercard, Discover, ACH/Wire transfers and company checks.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	RapidView and its dealer network provide municipal leasing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	RapidView accepts the Customer's standard purchase order documents when placing an order. We have also created a purchase order template that customers can use to easily purchase our pipeline inspection equipment. The template has been uploaded in the document upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	RapidView does not accept the P-card procurement and payment process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Rapidview institutes line-item pricing. To make the pricing easier to understand for the end customer, we created equipment packages. The price guide is set up to display the retail price of the items, the Sourcwell item discount and finally, the Sourcwell discounted price. Our complete price list has been uploaded in the Pricing Document Section.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	RapidView is offering customers who utilize the Sourcwell contract a 4% discount off 2022 pricing.
58	Describe any quantity or volume discounts or rebate programs that you offer.	RapidView does not offer quantity or volume discounts.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our sales are consultative and require RapidView personnel to custom design and build inspection systems for each customer. Any items not listed on our price list provided to Sourcwell will be quoted separately.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	RapidView does not have any additional charges/items that are not included in our Sourcwell pricing template.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and freight charges are the same as in question 61.  The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	RapidView does not have any unique distribution/delivery methods.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>All of the RapidView dealers have a copy of the most current Sourcewell pricing. This is the first line to obtain the proper pricing. The CRM RapidView utilizes also has an option for Sourcewell pricing. So anytime a dealer or customer requests a quote for equipment, the most current pricing will be available.</p> <p>At the end of each quarter, our dealers report the Sourcewell deals that have occurred within the quarter. Our accounting department verifies those reports with the invoices that were distributed. Along with their day to day accounting methods and providing quarterly reports to Sourcewell, we will be able to account for every sale and not let anything get overlooked. We have submitted all of our Sourcewell reports and payments on time since the start of first contract in 2014.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Here is a list of internal metrics that RapidView will use to track the success of the Sourcewell contract.</p> <ul style="list-style-type: none"> <li>- Overall Sourcewell sales year over year.</li> <li>- Percentage of Sourcewell sales verses overall RapidView sales</li> <li>- The number of new states or provinces each year that RapidView utilized the Sourcewell contract.</li> <li>- The increase of the percentage of sales each of the RapidView dealers account for year over year.</li> </ul>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>1% of the contract sale is the proposed administrative fee for Sourcewell..</p>

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras, sewer inspection software, and sewer pipe rehabilitation robotics to the North American market. RapidView partners with the oldest, largest, and most advanced manufacturers of such products, including IBAK Helmut Hunger GmbH &amp; Co. KG, and others. RapidView products can be purchased through an extensive dealership network, with numerous service and repair centers to keep the customer up and operational.</p> <p>RapidView offers products for everyone's budget. Here is the list of product categories RapidView has to offer.</p> <p><b>Push Cameras</b>                      The MiniLite Pushrod System is a compact and versatile platform for inspection of small diameter pipelines. The system works with AxialCam 2, NANO, NANO-L, ORION Zoom, ORION-L Zoom, and POLARIS cameras. The MiniLite features an all-new controller module design. With a bright 10" touch screen and a built-in Windows PC, this controller is ready right out of the box. The new multifunction joystick allows precise control of our pan &amp; tilt cameras.</p> <p><b>Portable Compact Mainline Systems</b>                      The MainLite system is based around two very compact cable drums (KW 206 and KW 306) and the revolutionary BP series multi-function computer controllers. The entire unit can be mounted in a truck, or used in portable applications with the addition of our new                      © MainLite Portable Cart, which provides seating and an ergonomic mount for the BP 100 controller.</p>

		<p><b>4K/HD Mainline Systems</b>                  You probably have a high-definition TV at home. Truth is that your mobile phone probably has a higher resolution than your current CCTV inspection system. The time has come to bring dramatically higher visual fidelity to the sewer inspection market. If you are a municipality interested in working with the best video data available or a contractor wishing to leverage the quality of your services - The ORPHEUS 2.0HD system is for you!                  The purpose of all CCTV systems is to capture images that allow system owners to make important rehabilitation decisions. Why settle for the low-resolution of a standard CCTV system? Now you can inspect in stunning 4K/High-Definition! Give system owners the information they need and avoid blurry, out of focus pictures. Our system is the only one in the world designed from the ground up to be 100% HD, ensuring that you capture clean, crisp video and high-resolution pictures.</p> <p><b>Lateral Launch</b>                  The LISY 3 was designed to be easy to use, simple to maintain and safe to operate. The synchronized LISY drum works with your existing IBAK cable drum to payout and retrieve the cables at the same time. This dramatically reduces the time you need to spend setting up or retrieving the system after the inspection.</p> <p><b>PANORAMO</b>                  Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO system has provided better data to engineers, reduced stress for operators, increased productivity and changed the way we inspect our underground infrastructure. Now, with the revolutionary PANORAMO 4K technology, it provides even better image quality. Inspect more than twice as much pipe per day, reduce your operating costs by more than 30% compared to normal CCTV and provide system users with incredible high-definition imagery!</p> <p><b>Cutters and Grinders</b>                  Have you ever wished that you could have our high level of reliability, durability and attention to detail in your cutter system? Well, the wait is OVER! The MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations.</p> <p><b>Software</b>                  The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis.</p> <p><b>Vehicle and Trailer Conversions</b>                  RapiView converts quality vehicles, trailers and UTVs for deploying equipment effectively and safely. With a focus on ergonomic, user-friendly interiors, our conversions are hand built with superior craftsmanship and durability. Each design is created to meet the customer's individual specifications. We convert every major vehicle brand and model.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Pipeline inspection cameras Sewer inspection software Sewer pipe rehabilitation robotics Drainage inspection cameras Push sewer camera Lateral launch inspection cameras

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

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

Line Item	Category or Type	Offered *	Comments
-----------	------------------	-----------	----------

70	Video, imaging, scope, and sensor equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras. The list of inspection system categories RapidView offers includes the following: - Push Systems - Portable systems - Lateral Launch - 4K/HD Mainline - 4K PANORAMO Mainline - 4K PANORAMO Manhole - Laser Profiling - 3DGS Mapping
71	Flow and leak testing, detection, and monitoring equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer flow and leak testing, detection, and monitoring equipment and tools.
72	Underground infrastructure rehabilitation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	RapidView is the leading supplier of high-quality infrastructure rehabilitation equipment. The product line includes: - MicroGator 2.0 The NEW MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations.  - MicroGATOR Air A pneumatic cutter designed with compatibility and convenience in mind. Equipped with a 1.5 horsepower pneumatic motor and manufactured to IBAK's exacting quality standards, the MicroGator® Air is a practical, yet reliable solution. One feature that makes this cutter unique is its focus on modularity. The MicroGator® Air is compatible with the components to our MainLite Systems including the KW206 and KW306 cable reels, our BP100 and BS10 control units, and even the same cable. With these components, all you need is a hose reel for the air hose and a compressor to have a complete cutting system.

73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	RapidView inspection systems will be delivered with everything a Sourcewell customer needs to get started. Out of the box, we provide the most effective inspection and rehabilitation systems in the industry. However, our customers are often the people who expect more from themselves and their equipment. They tackle the impossible jobs and when they do, we have a large selection of accessories available to help them succeed. In the Additional document section, there is RapidView's complete product catalog that lists products to expand customer's equipment capabilities, increase their safety, and make them more productive.
----	--	--	--

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
74	Describe the compatibility of any software products offered with industry hardware.	RapidView offers extensive software options to compliment the equipment explained in the RFP.  The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis.
75	Describe the compatibility of any hardware products with industry software.	RapidView IBAK equipment works with more third-party software than any other manufacturer.  Our equipment is integrated with PipeLogix, WinCan, Granite, IT Pipes, CT Spec, PipeTech, POSM and many others. We are always open to further development with any and all pipeline data logging or utility infrastructure management software programs. The fact that we don't focus on one software to the exclusion of others is our biggest strength. We understand that our customers use a variety of software programs and it is important that we make sure they can use what they want. Contractors (who works closely with our Sourcewell customers) especially need to be flexible and we want to make sure that they can remain so while using the best pipeline inspection equipment available, regardless of software.

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

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

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

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - 2022 Sourcewell Price Pages.pdf - Friday December 03, 2021 12:55:44
  - [Financial Strength and Stability](#) - RV FS - 2020 and 2012.pdf - Thursday December 02, 2021 13:14:06
  - [Marketing Plan/Samples](#) - RapidView Marketing.pdf - Thursday December 02, 2021 13:16:32
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty and Terms and Conditions of Sale.pdf - Wednesday December 01, 2021 15:19:40
  - [Standard Transaction Document Samples](#) - RapidView Purchase Order Template.pdf - Sunday December 05, 2021 13:18:36
  - [Upload Additional Document](#) - RapidView Sole Source and Product Catalog.zip - Friday December 03, 2021 09:25:34

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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



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

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

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

Yes  No

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

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

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



## #120721-RVL

Sourcewell Formerly NJPA, Rapidview IBAK North America, and Jet-Vac Equipment Company, LLC have come together to offer the 30 minute equipment purchasing solution for your government agency.

Sourcewell Formerly NJPA has solicited bids on behalf of its members in the category of Sewer, Water and Industrial Inspection Cameras. Bidders were graded on a 1000 point scale in categories such as price, warranty terms, product quality, ecofriendly practices, value added attributes, and product selection. Based on its point total, Rapidview IBAK North America has been awarded contract #120721-RVL which includes access to the following types of goods and services:

- Professional Sewer, Water & Industrial Cameras
- Sewer Pipe Rehabilitation Robotics
- Sewer Inspection Software

The most commonly asked question is, “Am I able to use the results of this bid to purchase my equipment?” The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell Formerly NJPA has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell Formerly NJPA is a government entity. All Sourcewell Formerly NJPA employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell Formerly NJPA price quotation from Jet-Vac Equipment Company, LLC, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the maroon “join now” icon on the Sourcewell Formerly NJPA home page: you will receive your membership number within 24 hours.
2. Issue a purchase order to Jet-Vac Equipment Company, LLC referencing Rapidview IBAK North America contract # 120721-RVL and your membership number.

That’s it! Sourcewell Formerly NJPA, Rapidview IBAK North America, and Jet-Vac Equipment Company, LLC will handle the rest.