



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

RIDER AGREEMENT COVERPAGE

TO: ADVEXURE, LLC 9281 IRVINE BLVD. IRVINE, CA 92618	DATE ISSUED: 12/15/2023
	CONTRACT NO: 24-POL-R-475
	CONTRACT TITLE: UNMANNED AND REMOTELY OPERATED VEHICLE SYSTEMS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-POL-R-475 including any attachments or amendments thereto.

EFFECTIVE DATE: 12/15/2023
EXPIRES: 03/13/2024
RENEWALS: FOUR (4) ONE (1) YEAR RENEWALS REMAIN.
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-POL-R-475
EXHIBIT A: SOURCEWELL CONTRACT NO. 011223
EXHIBIT B: PRICING
EXHIBIT C: REQUEST FOR PROPOSAL

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> DANIEL WAIBEL	<u>VENDOR TEL. NO.:</u> (424) 317-4451
<u>EMAIL ADDRESS:</u> DWAIBEL@ADVEXURE.COM	
<u>COUNTY CONTACT:</u> NIKI LEVY (POL)	<u>COUNTY TEL. NO.:</u> (703) 228-4365
<u>COUNTY CONTACT EMAIL:</u> NSLEVY@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

NAME: ANTONINO MAUTINO **TITLE:** BUYER **DATE:** 12/15/2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-POL-R-475

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Advexure LLC** ("Contractor"), a California corporation with a place of business at 9281 Irvine Blvd., Irvine, CA 92618, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: Sourcewell, Contract No. 011223, Exhibit B: Pricing for contract #011223-ADX, Exhibit C: Request for Proposal, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Advexure LLC and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Advexure LLC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County," and shall be completed no later than March 14, 2027 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Advexure LLC renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one additional year from March 14, 2027 until March 13, 2028 ("Subsequent Contract Term"). However, if Advexure LLC does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date, unless it is cancelled sooner.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Daniel Waibel, Chief Financial Officer
Advexure LLC
9281 Irvine Blvd.
Irvine, CA 92618
Phone: (424) 317-4451
Email: dwaibel@advexure.com

TO THE COUNTY:

Niki Levy, Project Officer
Arlington County, VA
1425 Courthouse Rd 7th Floor
Arlington VA 22201
Phone: (703) 228-4365
Email: nslevy@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

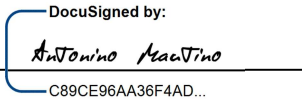
11. COUNTERPARTS

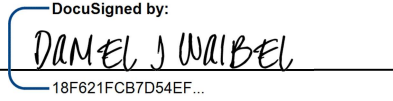
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ADVEXURE LLC

SIGNATURE: 
C89CE96AA36F4AD...

SIGNATURE: 
18F621FCB7D54EF...

NAME: Antonino Mautino

NAME: Daniel J Waibel

TITLE: Buyer

TITLE: CFO

DATE: 12/15/2023

DATE: 12/14/2023

**Solicitation Number: 011223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Advexure LLC, 9281 Irvine Blvd., Irvine, CA 92618 (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 Unmanned and Remotely Operated Vehicle Systems with Related Technology and 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 March 24, 2027, 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay a 1% administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *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 cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

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

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

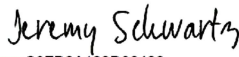
22. CANCELLATION

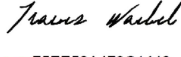
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Advexure LLC

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 3/21/2023 | 1:20 PM CDT

DocuSigned by:

 By: F5EE58A473C1443...
 Travis Waibel
 Title: President & CEO
 Date: 3/21/2023 | 11:22 AM PDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 3/21/2023 | 1:23 PM CDT

RFP 011223 - Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Vendor Details

Company Name: Advexure LLC
Does your company conduct business under any other name? If yes, please state: Advexure Unmanned Systems
Address: 2288 Westwood Blvd Ste 100
Los Angeles, CA 90064
Contact: Travis Waibel
Email: twaibel@advexure.com
Phone: 424-317-4451
Fax: 424-317-4451
HST#: 47-4174938

Submission Details

Created On: Thursday December 08, 2022 21:45:07
Submitted On: Thursday January 12, 2023 15:57:35
Submitted By: Travis Waibel
Email: twaibel@advexure.com
Transaction #: 61057ca2-0b76-4fbf-a03e-affbc6f4aa4f
Submitter's IP Address: 174.76.18.135

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")	Advexure LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Advexure Unmanned Systems
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 8FF59 SAM Unique Identifier: YGJHGBKJKDB5
5	Proposer Physical Address:	2288 Westwood Blvd, Ste 100 Los Angeles, CA 90064
6	Proposer website address (or addresses):	www.advexure.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Travis Waibel President & CEO 2288 Westwood Blvd, Ste 100 Los Angeles, CA 90064 twaibel@advexure.com office: 424-317-4451
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Travis Waibel President & CEO 2288 Westwood Blvd, Ste 100 Los Angeles, CA 90064 twaibel@advexure.com office: 424-317-4451
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cody Thomas VP, Business Development & Sales 2288 Westwood Blvd, Ste 100 Los Angeles, CA 90064 cthomas@advexure.com 424-317-4452

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Advexure was founded in 2012 to enable and support the adoption of unmanned systems (UAS) by offering vetted UAS and ROV equipment solutions. Our equipment offering is coupled with with subject matter expertise, unmatched technical service, and a 24/7/365 team to support the commercial adoption of drones. Our team consists of first responders, public safety professionals and energy and utility experts. We understand the importance of UAS in mission critical situations, and more importantly, we know what it takes to ensure end users are successful in drone operations by providing end-to-end turnkey solutions.</p> <p>The drone industry is growing and there's a lot of hype in the industry. Our philosophy isn't to sell or support on hype, but to educate on why a tool is the best tool for the job, and ensure end users can effectively use that tool. Our customers' success is our success. There are very few players in our space that can say they've marked 10 years in business. We are proud to have recently celebrated that milestone because we believe we do what is right, and it's why our returning customer rate is 41%. This metric has been achieved despite high levels of first time customers in an emerging UAS market. This customer metric is very important to the Advexure team, as it is indicative of our excellent customer satisfaction evidenced by follow-on procurement of newer technologies and accessories and adoption deeper into the organization.</p> <p>While we have seen our peers in the industry compete for short periods of time, we take pride in our longevity, consistency, and our tried and true reputation. Our reputation has provided partners and customers comfortability for the last decade, and they know Advexure is committed to them, and we'll be here for years to come.</p> <p>Our company's core values are:</p> <ol style="list-style-type: none"> 1) Do the right thing and own it. 2) Obsess over the user experience. 3) Be humbly confident while always learning (ABL = Always be learning!) 4) Focus on the user above all. 5) Be remarkably transparent. <p>Our product and solution portfolio is one of the most expansive and carefully vetted portfolios the UAS and ROV industry has to offer. There are different tools, drones, ROVs, software solutions and accessories to support every job. There is not a one size fits all approach to the drone industry. As the industry and use cases have grown and become more advanced, we've carefully and selectively placed ourselves in partnerships with every leading brand and manufacturer our SME (subject matter experts) trust. Customer success is most important to us, but that is closely followed by our brand and reputation. If we don't trust a brand, manufacturer or solution, our name and our team won't be behind it.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, our expectation is to be able to further expand on our mission and vision by reaching more entities that seek to adopt drones, UAS and ROVs, but need a trusted industry partner to help get them there. Buying a drone or ROV is pretty easy, but technical and advanced products and solutions MUST be coupled with industry expertise, true support, and a partner to train and guide you. We believe that a Sourcewell award will be able to accelerate the rate at which our users and potential users can purchase and adopt the technology, solutions, training and services we have to offer.</p> <p>Advexure supports thousands of government and EDU entities who face long and frustrating purchasing processes, weeks and sometimes months of RFP, RFQ and bid processes. Daily we have current customers and prospective customers complaining about long purchase processes. Our largest customer base is public safety. A delay in being able to purchase a drone or ROV has the potential to cost a life that could be saved by using a drone. Our customers serve their communities with honor and dignity, it is our duty and responsibility to ensure they have the tools they need to keep their communities safe and themselves safe. In line with Sourcewell's purpose, we believe an award to Advexure HELPS COMMUNITIES ensure they have the tools they need and require, which in the case of a drone on scene, can often be to save a life of a missing person, or person or first responder life at risk.</p> <p>Once a Sourcewell contract is in place, we will rigorously work to market and promote the opportunity that prospects across the US and Canada have to adopt our solutions through a frictionless yet transparent procurement vehicle.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Advexure is a privately held company and is in a strong financial position and generates increasing cash flow from operations. We have ample financial capability and are well-capitalized with ready access to credit, if needed. We follow a managed growth strategy that ensures stable and improving operating margins in excess of 10% along with measured sales growth of over 40% per year. Our limited debt is very low cost and long term in nature. Our financial strength and stability as a mature 10 year company enables Advexure to perform on this contract, if awarded.	*
13	What is your US market share for the solutions that you are proposing?	<p>Our market share varies by manufacturer and solution, given the wide-ranging portfolio of UAS and ROV hardware, software, training and consulting products and solutions that we offer. Our market share in different segments can range from 5-35%. An important partnership to highlight is our 10 year track-record with DJI as one of their top performing North American dealers. DJI holds in excess of 70% of the global commercial drone market share and Advexure has been a top three dealer volume wise for DJI in North America in 2022. Additionally, Advexure has been recognized as Autel Robotic's largest US dealer and distributor. These two manufacturers whom hold roughly 60% of the drone marketshare typically do not sell direct to government and educational users, hence their reliance on Advexure to sell, support and integrate their products and solutions with these entities in the US and Canada.</p> <p>Third party data on the market share of suppliers of UAS and ROV equipment in the US does not exist, but given our top-ranking performance with many of the largest manufacturers and software providers of commercial drone solutions and accessories, we believe Advexure is one of the largest suppliers of drone equipment for public safety organizations, utilities, educational institutions and other forms of government and public services.</p> <p>Additionally, Advexure continues to diversify and enhance our solution portfolio with domestic made solutions, which currently are only attributed to a very small portion of the overall marketshare of drones and ROVs being used in the US today. We are continuing to vet additional domestic manufacturers that offer NDAA compliant and Blue UAS solutions. In our RFP submission, we have included a handful of our domestic partners which offer solutions that are cleared on the DOD's Blue UAS 1.0 list, in addition to the Blue UAS 2.0 list. Advexure understands the importance of being able to supply US made and NDAA compliant solutions given the current geopolitical climate and nature of our clients' data security and country of origin concerns.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Our market share in different segments can range from 5-35%. Third party data on the market share of suppliers of UAS and ROV equipment in Canada does not exist. Given our top-ranking performance with many of the largest manufacturers and software providers of commercial drone solutions and accessories, we believe Advexure is one of the largest suppliers of drone equipment for public safety organizations, utilities, educational institutions and other forms of government and public services across Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Advexure has never filed for bankruptcy protection.	*
16	<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>Question A best describes us. Advexure is a full service distributor, dealer and value-add reseller. Our core business is providing and integrating hardware solutions through equipment sales, and our lines of business that complement our product portfolio include support, training, drone program consulting, FAA waiver services, repairs and maintenance. We maintain agreements and appointments with our manufacturer partners to sell, service, support and train on all of the solutions we carry and sell throughout the US and Canada. Given our wide-ranging portfolio, we would be happy to provide authorizations, appointments, letters or agreements exhibiting our contractual agreements with our respective manufacturers proposed in this RFP. We certify that we are an authorized dealer/distributor/reseller for the products and solutions we represent. We do not represent any manufacturer or brand that we do not have a formal or contractual relationship with and that has gone through our partner vetting process.</p>	*

17	<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>Advexure holds licenses to operate and sell across the United States and Canada.</p> <p>In addition, given that our core business involves the commercial use of drones in the NAS (National Airspace System), all Advexure employees and contractors maintain FAA 14 CFR Part 107 certification and licensing to operate sUAS. This license is required when demonstrating, training or servicing during flight operations which require the operation of an sUAS in the NAS.</p> <p>For operations, training and demonstrations in Canada our team members comply with Transport Canada RPAS certification and licensing.</p> <p>Safety is paramount to Advexure and our flight safety and certifications have been internally developed to self-certify our sales team, instructors and technicians for sUAS flight operations. Flight safety is overseen by our Chief Pilot Doug Wiedman, a retired 25-year veteran of the Sacramento Sheriff's Office Air Operations Bureau.</p> <p>Advexure team members also carry certifications as Level I and Level II Thermographers</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2022, Advexure was selected to become a US dealer for Skydio, the largest US drone manufacturer. Skydio maintains a very selective group of 6 reseller partners for SLED (state, local, education). 2022 was the first year Skydio established a reseller partner channel.</p> <p>In 2021, Advexure was recognized by DJI as the #2 dealer in North America to public safety and government entities. DJI holds the largest global market share of any commercial drone manufacturer.</p> <p>In 2020, Advexure was named as Autel Robotics' top performing dealer and distributor (#1 volume) for the North American market. 78% of Autel equipment sales in 2020 is attributed to government and educational institutions.</p> <p>In 2019, Advexure was selected to become a member of the Drone Advocacy Network, a select group of about 17 companies in the US to advocate and educate on the growth and success of UAS/drones in the United States.</p> <p>Additional accolades include recognition from countless law enforcement, fire / search & rescue and other first responder partners who state their success is not possible without the many years of expertise, service and commitment that the Advexure team continually provides. We humbly invite you to contact any governmental or educational institution that has worked with Advexure to reference and verify that our reputation, service commitment, and consistency that we speak of spanning. A handful of references will be provided in the following section, Table 4.</p>
20	What percentage of your sales are to the governmental sector in the past three years	In the past three years, 55% of Advexure's sales were to the government sector.
21	What percentage of your sales are to the education sector in the past three years	In the past three years, 9% of Advexure's sales were to the educational sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Advexure does not currently hold any state, provincial or cooperative purchasing contracts at this time. Despite being a primary supplier in the unmanned technology sector for over 10 years, such contracts for drones/UAS/unmanned technology have been very rare, given that the industry sector is still in its early growth stage. For this reason we reached out to Sourcewell's category development team to recommend Sourcewell establish contracts in unmanned and remotely operated vehicle systems.</p> <p>We hold a countywide contract in the State of California for Sacramento County, which was awarded following many years of successful vendor performance and expertise in our space. This was the first time the County of Sacramento had awarded in contract in UAS or drones. This contract has enabled Advexure to supply, develop, support and train many divisions within the Sacramento County government with their respective UAS/drone programs.</p> <p>We also hold citywide drone and drone training contracts spanning over the last five years with numerous cities. These contracts were all awarded through competitive bid and RFP processes.</p> <p>Over the last 10 years, Advexure has the been recipient of what we believe is the majority of public drone purchase solicitations that have occurred. Our awards are not only heavily weighted on price, but our reputation for service, support and our long track record exhibited by our 10-year reputation for excellence in our space. Notable bid awards include entities such as Ohio DOT (Department of Transportation), California DOT, Maine DOT, City of Irvine Police Department, Texas Department of Public Safety, Spotsylvania County Sheriff's Office, George Mason University, UCLA, USC, Michigan State, Choctaw Tribal Nation, Arlington Texas PD, California Highway Patrol, University of Houston and more.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Advexure does not hold any GSA contracts or SOSA.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Irvine Police Department	Chris Bees	(714) 369-0328	*
Sacramento County Sheriff's Office	Andrew Swift	(916) 541-6927	*
George Mason University	Mike Lighthiser	(703) 856-0548	*
Chesterfield County Virginia	Blaine Davis	(804) 381-2636	
City of Torrance Police Department	Matt Slawson	(310) 347-1437	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City Police Agency	Government	California - CA	Development of UAS program - equipment sales, standard operating procedures, training, maintenance, service, support	90,000	286,830	*
State Transportation Agency	Government	California - CA	Large fleet equipment sales and training - BVLOS and FAA waiver consulting to provide turnkey solution	120,000	234,511	*
Native American Tribal Organization	Non-Profit	Oklahoma - OK	Equipment sale of UAS fleet and fixed-wing VTOL drone - waiver consulting, involvement in FAA beyond visual line of site program, training and aircraft certification (by our Autel Robotics certified trainers)	125,000	324,283	*
State Police Agency	Government	Texas - TX	Large fleet equipment sales and training - fulfilled under high stakes emergency order providing end-to-end solution for training and deployment	120,000	234,511	*
Research University	Education	Virginia - VA	Fixed wing / VTOL UAS system sale and integration, training, maintenance and program consulting (FAA Part 107 certification)	99,500	99,500	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>Our sales force consist of eight (8) UAS/ROV subject matter experts (SME) with combined expertise in UAS, aviation, public safety, utilities, agriculture, photography and engineering. Advexure's sales process is slightly atypical from an average sales process that may come across as pushy or aggressive at times. We do not look at ourselves as salesmen and women, but teachers and purveyors of knowledge and experience. We believe UAS technology sells itself, as long as the customer has the right information and education. With our wide-ranging product portfolio, we have many tools that do different jobs, some tools can do the same job well. We take great pride in putting service above self, and our plethora of experience enables us to empower the end user to have enough information and insight that they are able to form their own purchase decisions.</p> <p>Two of our core values are to "Do the right thing and own it" and "Be remarkably transparent". Our sales process is carried out by doing what is right, and we believe the right way to do our jobs is by educating and informing while being 100% transparent about why a particular product or solution may or may not be the right fit.</p>	*
27	Dealer network or other distribution methods.	Advexure does not maintain a dealer network or other distribution methods as we solely sell and support users directly in all 50 states and across all Canadian provinces and territories.	*
28	Service force.	<p>Our service force is extremely multi-faceted given that we have cross-trained the majority of our different teams in general processes for their opposite business units. An example of this is how our sales force receives most of our Level 1 (L1) training for service responsibilities. We strongly believe that with our technical and advanced UAS solutions, those that sell the technology should have a basic understanding of how to support the technology, even if support isn't their primary job duty. With that being said, the backbone of our service force is made up of our Fleet Support Mangers which consist of a team with 24/7/365 coverage to field frontline service inquiries and needs. In Table 9 you will learn further about our service forces' role in being the primary POC with our end users to service their needs directly without requiring the support of the manufacturer needing to directly engage with the end user.</p> <p>Our service force continually receives raving reviews while ensuring we deliver on a basic principle, keeping the customer happy. We invite you to view reviews on Google Reviews for Advexure (simply Google Advexure), or on our website we have reviews independently powered by Stamped.io which can be seen here: https://advexure.com/pages/reviews</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders can be placed via email directly to specific Sourcewell email or directly on a specific website for Sourcewell. We utilize a large third party organization (Shopify) for infrastructure	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We maintain an internal service department that is staffed during normal business hours and email support for after hours inquiries as needed. Our same day shipping levels for valid orders received by 4pm run over 98%.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our team is confident that Advexure represents the largest end-to-end solution portfolio that is backed by a tremendous reputation and track record for service excellence. This combination positions Advexure as a very strong and healthy fit to cover the full scope contained in the RFP.</p> <p>It is our honor and our duty to join in partnership with Sourcewell to better communities in our full willingness and ability to provide our products and services to Sourcewell participating entities in the United States.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While we don't maintain any physical presence in Canada, our work, requests and customer base in Canada continually grows. We have excelled in carefully implementing capabilities to make cross-border trade frictionless for our customers to the north. This includes ensuring full compliance with export restrictions on export controlled products, to having KYC (know your customer) procedures in place around our EAR and ITAR restricted products. Our ability has been exhibited in our track-record of excellence. Our willingness to serve and support Sourcewell's participating entities in Canada is strong and it would be our honor to bring the Advexure experience to these entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Advexure has full coverage across the United States and Canada and we will be able to fully serve all areas within these regions through the proposed contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	If Advexure is awarded, we are able to serve and support Sourcewell's entities in all sectors without any exclusions.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no limitations or restrictions for Alaska nor Hawaii. Due to our western United States headquarters location in California, we have extensive experience with these matters across our two outlying states. We support many public safety and research entities in Hawaii currently, and have multi-year relationships with many State of Alaska agencies, along with the University of Alaska, whom is a leading research university in the use of drones for different scientific research studies.</p> <p>Please note that special shipping service levels and costs are required for these locations.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Advexure's marketing strategy to promote the Sourcewell contract opportunity would consist of the following:</p> <ul style="list-style-type: none"> -Email blast to all governmental, education, nonprofit, tribal government, and other public agencies contained and classified within Advexure's CRM. This email blast would announce the award of a Sourcewell contact and inform current and prospective Sourcewell members that they can use the contract. In addition, this email will provide instructions on how they can leverage the new opportunity to streamline their purchasing process with Advexure. -Full team meeting to educate and inform all sales and field applications specialists of Sourcewell and clearly articulate how opportunities can leverage the contract vehicle. -Implement a website landing page which provides information on the contract and how agencies and members can use the contract in their purchasing process. -Conduct co-branded campaigns with key manufacturer partners to convey the message that their products can now be purchased on Sourcewell contract through Advexure -Highlight "Available on Sourcewell" during tradeshow, conferences and other local/offline Advexure events taking place with government and EDU customers and prospects -Collaborate with Sourcewell's own marketing team if Sourcewell is able to conduct promotion around their contracts. Specifically, this collaboration will highlight the new technology solutions and how they serve and impact communities (#Dronesforgood is our favorite call tag to highlight how Advexure's work integrating drones and enabling end users is changing lives, making processes safer and more efficient, while doing so at a lower cost to alternative solutions).
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Advexure's technology stack and use of tools, systems, data and experience yields a powerful presence and capability to enhance our reach, voice and message to the correct target markets. While we prefer our marketing mix and precise strategy to remain proprietary, our primary tools consist of our high domain authority website, email marketing campaigns, search engine advertising (PPC), organic SEO, content production, webinars, social media management (SMM) and maintaining a highly segmented customer relationship management (CRM) platform to ensure we are able to cater targeted campaigns to our segmented customer base, targets, prospects and opportunities. Most importantly, our use of technology is carried out with methods that are traceable for analytics (i.e. When we conduct campaigns around Sourcewell, we will use UTMs and other tags in order to track its effectiveness. This tracking can also be used in our analytics that pertain to Table 13 in order to manage our success with the contract. Lead tracking enables us to attribute the source of conversions from a marketing campaigns through our customer journey to the use of the contract for purchase execution.)</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In Advexure's view, Sourcewell's primary role remains to help communities as a number one priority. That role is carried out by validating, standing behind, and promoting the use of contracts awarded from this RFP. It is incredibly important to highlight once again that this RFP is enabling communities to use and safely implement crimefighting and life-saving technology to make communities and jobs safer. Our efforts to make the power and capabilities of unmanned systems known must be done in partnership and collaboratively between the respective marketing teams for Advexure and Sourcewell. We have already validated the majority of these efforts on Sourcewell's end through our review of other Sourcewell contracts and hosted pages for the contracts. If possible, we would like to collaborate with Sourcewell to ensure to proper keywords, solutions, services and end-to-end offerings in our portfolio are properly shown on the contract landing page to allow for prospective members to locate the contract and land based on their search criteria.</p> <p>The Sourcewell-awarded contract will be integrated in our sales process by implementing snippets in our sales workflow to make customers and potential Sourcewell members aware that our end-to-end solution portfolio can be procured using our Sourcewell contract as a vehicle. We will stress the importance of knowing about the Sourcewell contract early on in the sales process to save agencies and institutions the time and stress of needing to secure additional quotes/bids or having to go through weeks-long bid processes. This is an extremely important point for us to mention as it significantly reduces friction when a customer knows they wish to work with Advexure, and then they come to find they can easily work with Advexure by leveraging a Sourcewell contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, we maintain the majority of our products (hardware and software) on the Advexure website. Custom configured or specialized products will generally be marketed online, but will require a form submission to be connected with an Advexure systems or sales specialist to receive further consultation on options, pricing, training, etc.</p> <p>Given that 90% of our government and educational customers purchase using purchase orders, the Advexure website is just the start of their procurement journey. Our website is used to serve the function of a buffet, but with buffet selections then requiring the assistance of our systems specialists (think of them as a high-end concierge) to educate, configure, advise and recommend. Once selections are finalized, quotes are generated, approvals are received from the customer, a purchase order is generated, and the customers' fulfillment, delivery, training or service scheduling journey begins. Our robust order management system delivers a "white-glove" experience from start to finish.</p> <p>Our service experience has received 10 years of refinement, and we constantly push ourselves to improve and make our operations and the customer process and experience as easy as possible. To that end, every customer receives a post-sale and post-training survey from the Advexure team. Survey responses and continued feedback enable us to find ways for us to continually obsess over the customer experience and our customer's success (two of our company values that we communicated in Table 2).</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Advexure offers complimentary training programs with specific systems and solutions offerings, and we also offer paid training billed on a hourly labor rate + travel (if required). We also host trainings at our new Advexure headquarters in Southern California which participating entities can conduct training at our headquarters and training facilities.</p> <p>Different types of training we offer include: -Systems training -Operator training (Basic and advanced) -FAA Part 107 certification training -Night Operations Training -UAS Program Manager -Scenario based training (search & rescue, law enforcement, SWAT, mapping, inspections, etc)</p> <p>All training is delivered by Advexure instructors who are UAS professionals in their different fields of work. Our current instructors consist of retired law enforcement, active fire engineers, agriculture growers, utility line inspectors and solar thermography experts.</p>
41	Describe any technological advances that your proposed products or services offer.	Our suite of solutions consists of all advanced forms of UAS, unmanned technology and remotely operated vehicles. All manufacturers we represent are industry leaders in their different ways of innovating, and therefore each system or platform that Advexure carries has its own technological advantages. It is our SME's job to discern what advantages provide the best fit for our customers' respective use applications, needs and budget.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Advexure's operations have been refined over our 10-year history to operate efficiently with low electricity and gas usage. Our warehouse and fulfillment team takes pride in our box recycling program to reduce and reuse wherever possible.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given that we are not a manufacturer, Advexure does not have any such labels, ratings or certifications. As our OEM partners introduce such products, Advexure will gladly support them and they will become available to Sourcewell members.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Advexure is a State of California Certified Small Business and Micro Small Business Entity. Our Certification ID is 2021327 which is valid until 08/31/2024.</p> <p>Advexure is also registered as a small business with the SBA.</p>
45	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>Advexure is unique in that we solely work with and sell to end users of our products and solutions. This has resulted in very deep subject matter expertise and a very strong core offering catered and designed around end users.</p> <p>Comparatively in our space, other entities, a couple larger in volume, work with end users while also selling wholesale and distributing. We are confident in Advexure's core value #4, focus on the user above all. Crafting our portfolio and solution set around the end user has enabled our team to consistently deliver an unmatched experience that is designed for the end user and not any type of middleman.</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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Warranties vary by the manufacturer and then down to the component level for each respective product and solution. Given the broad scope of this contract and our large product portfolio of thousands of product SKUs, services and warranties, there is not an all encompassing answer regarding warranties.</p> <p>As an authorized dealer/distributor/reseller for all manufacturers contained in our portfolio offering, products purchased under the Sourcewell contract have warranties under each manufacturers' warranty policies.</p> <p>All parts used by Advexure's technicians in service, repairs and maintenance have parts warranty which varies by the manufacturer. All repairs are conducted by our manufacturer certified technicians and therefore have the manufacturing backing for warranty.</p> <p>Service labor warranty is 90 days unless otherwise described, waived or extended for particular service arrangements that vary by the manufacturer and type of service or maintenance.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Manufacturer warranty covers product failure caused by manufacturer workmanship defect and not by human error or misuse. In addition, warranties cover normal wear and tear through regular use of a product. Certain components of drones that are disposables have use or cycle count limitations. These components can include batteries, propellers and other moving parts. Specific warranty limitations on these types of components vary from manufacturer to manufacturer, and also vary from unmanned aerial vehicles to remote operated vehicle and underwater submersibles.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>No, this type of warranty is not offered in the unmanned vehicle market. The majority of warranty service can be handled without travel time and mileage expenses. Depending on the warranty service required, the product is typically sent back to Advexure (at Advexure or the manufacturer's expense) or to the manufacturer directly. These cases vary by manufacturer and also vary by solution and type of system, platform or product.</p>	*
49	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, there are not any geographic regions in the United States or Canada where warranty repairs cannot be conducted or serviced. Sourcewell participating entities across these entire regions will be provided warranty repair and support without issue.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Advexure's high service level and commitment to being an end-to-end solution provides our customers with access to our dedicated Fleet Support Team which is available 24/7/365. This team is responsible for handling all Level 1 (L1) service and warranty matters. Warranty inquiries are initially serviced and supported directly by the Fleet Support Team, and depending on the manufacturer, they may be routed through the manufacturer's respective warranty workflow and procedure. We take great pride in being the first call for our end user partners, who prefer to speak with expertise on the other end of the phone. Our gov't and EDU customers prefer to talk to Advexure, their trusted partner, rather than a manufacturer directly. Therefore our goal is to "own" the warranty service process as much as we can, whereby the manufacturer may be involved, but only on the backend. Our team's goal is always for the end user to only have to interface with Advexure's fleet support managers as their primary POC and not be routed directly to a manufacturer.</p>	*
51	What are your proposed exchange and return programs and policies?	<p>Unmanned systems and platforms themselves are non-returnable given the high value and often custom integration and setup of these types of systems. Our solutions specialists in the pre-sale process also ensure we are conducting the necessary pre-sales consulting to ensure a system, solution, product or software is the right fit for the organization and use case.</p> <p>All other products can be returned or exchanged within 30 days if unopened. Exceptions are understood and granted under circumstances beyond a customers' control or whereby it is all parties' best interest to return or exchange a system or product to ensure the customers' success and satisfaction in the tool we're selling and how Advexure is able to support them.</p>	*

52	Describe any service contract options for the items included in your proposal.	<p>Many of our unmanned system and remote operated vehicle manufacturers offer different types of service, extended warranty, replacement or maintenance options with system purchases. These types of service contract options can also be coupled with our Premium support offerings which provide an even higher SLA (service level agreement), training service options, recurrency training, or period maintenance.</p> <p>These services vary and are made fully available to Sourcewell members using Advexure's contact, if awarded.</p>	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Advexure's standard payment terms for Sourcewell participating entities are Net 30. Payment methods accepted include Wire/ACH (EFT), Check and Purchasing Card / Credit Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Advexure offers leasing programs in addition to financing solutions through our 3rd party providers. Terms vary based on different types of entities, total value financed or size of lease and term. Sourcewell members should reach out to Advexure's dedicated Sourcewell member POC to inquire if their entity seeks to learn more about leasing or financing.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Our most common transaction document that is used is a simple Purchase Order issued by the customer to Advexure. In circumstances where entities do not use Purchase Orders, we work with purchase authorizations, letters of agreement and other forms that vary from entity to entity. We are flexible and understand that different types and sizes of entities have varying purchasing procedures.</p> <p>No matter the form of transactional document, the order is entered directly into our primary order management system where source attribution is easily tracked for the necessary reporting of contract sales performance, and subsequently to calculate Sourcewell administrative fees.</p>	*
56	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?	Advexure does accept P-card procurement at no additional cost or fee, although our preferred method of payment is ACH/Wire or Check when possible.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Advexure's proposed pricing model for this RFP and contract is a percentage discount from product-category. Our product categories will be classified by manufacturer and a uniform discount from the published MSRP/RRP/UPP price will be offered. The attached price list with product categories by manufacturer show their respective discount.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Our pricing discount represented by our pricing proposal is a discount from MSRP/list price that varies by manufacturer, hardware vs. software and type of product. Given that Advexure is a full-service dealer/distributor with significant investment in complete solutions, as opposed to a manufacturer, our discounts range from 0-10%.</p> <p>Some manufacturers do not permit any variance from pricing structures given their UPP (unilateral pricing policies) enforce very firm pricing structures in the market. Advexure has worked extensively to gain the support of manufacturers to support our efforts to put forth discounted price opportunities for Sourcewell members. Some of the primary manufacturers have solely authorized one dealer (Advexure in many cases) to offer discounted pricing in our Sourcewell RFP submission. We ask that Sourcewell please understand that manufacturers in the commercial UAS market are very firm to their pricing policies, as gross margins are slim as the industry proceeds through early growth stages.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We do not generally offer quantity or volume discounts. By the terms of certain of our reseller agreements we are prohibited from offering unauthorized discounts. If such discounts were offered, we are subject to remedies including termination of our agreements.	*
60	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.	<p>If a Sourcewell participating entity requires a specific product or solution that is not listed within Advexure's catalog or portfolio, Advexure will issue a sales quote for the item and will seek to add the item to our catalog for future ordering under the contract.</p> <p>Advexure's product portfolio and catalog continues to grow. We are committed to our Sourcewell entities to add these products and solutions to new product categories with discounts where permitted by the manufacturer. We will provide updates to Sourcewell members when catalog updates take place.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Additional elements may occur from time to time and most commonly consist of installation fees or obligatory manufacturer training which are additional costs. These additional elements are clearly articulated when obtaining pricing on specific items.</p> <p>For example, the purchase of docked drone solution requires a site inspection and installation, these costs are clearly articulated with the price of the item being acquired, and these costs do not qualify for any types of discounts.</p> <p>Unfortunately they costs vary based on the specific solution and location, so we don't have a list of such costs that would be all encompassing. We can assure that these costs are very clearly articulated as additional elements associated with a specific acquisition.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional shipping cost provided the order is over \$250. The cost of shipments outside of the continental US will be quoted separately and shown within the ordering portal.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	These will be additional and cost will be quoted on the Sourcewell member purchasing portal.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution or delivery methods offered. 98% of deliveries are via common carrier.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	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>Sourcewell members will be able to purchase through a Sourcewell specific order portal where they will access and purchase at Sourcewell contract pricing that we are setting on the product's manufacturer level. Our inventory management and financial systems allow us to employ specific price lists when contact or company records are marked as a specific list member, in this case, a Sourcewell member. This list designation and contact record's access to the order portal will allow them to ensure the member is obtaining the proper pricing. Sales attribution on their list membership will ensure that all sales attributed to their membership as a Sourcewell member, can easily be generated in reports each quarter for sales under the Sourcewell contract. Administrative fees can then easily be calculated and approved for electronic payment remittance to Sourcewell. Our preference would be quarterly, unless sourcewell has an alternative preference for remittance of administrative fees.</p> <p>Order and report management has been standard procedure for the last four years as we have managed member and organization purchase portals that have been hosted by Advexure. In the past, these vehicles have allowed for drone pilot networks, school districts and affiliate groups to purchase in their respective Advexure hosted portal and obtain their member or organization pricing.</p>
67	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>Advexure's order management system and CRM is able to provide reports, analytics and metrics on opportunity sources, and we'll easily be able to view metrics on opportunities that are leveraging the Sourcewell contract vehicle for procurement.</p> <p>A few metrics we will set up reports on will be:</p> <ol style="list-style-type: none"> 1) # of customers using Sourcewell contract vehicle (existing and new) 2) Monthly order flow attributed to Sourcewell contract 3) Close ratio of opportunities who express interest in using Advexure's Sourcewell contract, if awarded 4) % growth in gov and EDU verticals pre and post award of Sourcewell contract
68	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>Advexure is a dealer and distributor that operates on slim operating margins, and unlike a manufacturer, absorbing administrative fees in the list price to an end user is not feasible given the competitive nature of market pricing. We value Sourcewell's investment in operations to facilitate, manage and promote Sourcewell contract in the event Advexure is awarded a contract. Given our strength as one of the largest players in our space and offering an expansive range of turn-key solutions, we believe our portfolio combined with our expertise in services, training, UAS consulting and providing end-to-end solutions is unmatched in the US and Canadian markets. Given our experience and confidence in our ever expanding portfolio, team and range of services, we believe we can capture the majority of the transactions occurring from this contract and therefore propose a tiered administrative fee structure based on the number of vendors awarded. Please see our proposed tier as follows:</p> <ul style="list-style-type: none"> -Two or less vendors are awarded a contract = 1.75% admin fee -Three or four vendors are awarded a contract = 1.25% -Five or more vendors are awarded a contract = 1%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Through our 10 years of experience in integrating unmanned and remotely operated vehicle systems we have discovered that no single drone, tool or camera/payload will fit all jobs or use applications. Over time, we have developed the most extensive portfolio of solutions and products in the commercial unmanned aircraft industry. We have opened our entire product portfolio to Sourcewell participating entities.</p> <p>UAS/ROV manufacturers that Advexure represents include: DJI Enterprise, Autel Robotics, Parrot, Skydio, Ascent Aerosystems, Wingtra, Freefly, Inspired Flight, Teal, Hyllo, Watts Innovations, Deep Trekker, Qysea</p> <p>Technology, payload/camera and accessories manufacturers that Advexure represents include: Micasense, AVSS, Blue Vigil, CZI, Firehouse Technology, FoxFury Lighting Solutions, GPC, Hoodman, Phase One, Phoenix Lidar, Triptek, Colorado Drone Chargers, Emesent, Pergam, Elistair</p> <p>Software that Advexure represents to complement the above systems and drone technologies includes: Pix4D, Airdata, DroneSense, Skyebrowse, Auterion, Paladin</p> <p>Advexure also provides systems and applications training and FAA Part 107 license/certification courses. In addition we provide program and waiver consulting services.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Primary Drone Solutions</p> <ul style="list-style-type: none"> -Commercial drone solutions -Tethered drone solutions -Drone-in-a-box (DIB) -Docked solutions -Drone as a first responder (DFR) -Vertical takeoff and landing (VTOL) -Fixed wing UAVs -Submersible drones -Underwater ROVs -Interior and tactical drones -Surveying drones -LiDAR drones -Agriculture drones -Public safety drones <p>Accessories</p> <ul style="list-style-type: none"> -Batteries -Chargers / Rapid Chargers -Propellers -Cases -Charging Stations -Displays -Landing Pads -Filters -Lighting -Strobe Lights -Parachutes -Tether Systems -Camera Gimbals & Gimbals -Remote Controllers -Video Streaming Boxes <p>Software</p> <ul style="list-style-type: none"> -Drone Mapping -Photogrammetry -LiDAR Processing -Live Streaming -Program Management -Fleet Management -Drone as a first responder (DFR)

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
71	Aerial Vehicles (tethered and non-tethered)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we an extensive portfolio of both tethered and non-tethered unmanned aerial vehicles (UAVs)
72	Surface and subsurface water vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we have two existing partners in submersibles and seek to add a 3rd manufacturer partner in 2023.
73	Technology, software, accessories and attachments related to the offering of the solutions described in #71-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, see below. Technology, payload/camera and accessories manufacturers that Advexure represents include: Advexure, Micasense, AVSS, Blue Vigil, CZI, Firehouse Technology, FoxFury Lighting Solutions, GPC, Hoodman, Phase One, Phoenix Lidar, Tripltek, Colorado Drone Chargers, Emesent, Pergam, Elistair Software that Advexure represents to complement the above systems and drone technologies includes: Pix4D, Airdata, DroneSense, Skyebrowse, Auterion, Paladin
74	Training, certification, licensure and services related to the offering of the solutions described in #71-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Advexure also provides systems and applications training and FAA Part 107 license/certification courses. In addition we provide program and waiver consulting services.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. 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](#) - Advexure Sourcewell Pricing Schedule.pdf - Thursday January 12, 2023 15:50:59
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Certification ID- 2021327.pdf - Thursday January 12, 2023 15:55:24
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document (optional)

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. - Travis Waibel, President & CEO, Advexure 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
There have not been any addenda issued for this bid.		

EXHIBIT B



Advexure #011223-ADX

Pricing for contract #011223-ADX offers Sourcewell participating agencies a discount range of 0-20% off.

EXHIBIT C



RFP #011223
REQUEST FOR PROPOSALS
for
Unmanned and Remotely Operated Vehicle Systems
with Related Technology and Services

Proposal Due Date: January 12, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 17, 2022
Pre-proposal Conference:	December 8, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 4, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 12, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 12, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services, intended for aerial and water use in public safety, external infrastructure inspection, agriculture, and surveying applications, including:

- a. Aerial vehicles (tethered and non-tethered);
- b. Surface and subsurface water vehicles; and,
- c. Technology, software, accessories, attachments, training, certification, licensure, and services related to the offering of the solutions described in Sections 1. a. – b. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services for the applications described above. This solicitation should NOT be construed to include underground infrastructure inspection equipment, unmanned or remotely operated transportation or land-based vehicles, or services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Technology Catalog Solutions (RFP #081419);
- b. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220);
- c. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010721);
- d. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421);
- e. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- f. Public Safety Software (RFP #051321);
- g. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- h. Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services (RFP #120721); and,
- i. Law Enforcement Equipment (RFP #090122).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

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

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

C. REQUIREMENTS

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

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

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$30 million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

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

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

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

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

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

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

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

B. AWARD(S)

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

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

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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	<u>400</u>
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



The New York State Contract Reporter

This document printed
Thursday, 11/17/2022

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 011223

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/17/2022

Due Date/Time: 01/12/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

None

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

**UNMANNED AND REMOTELY OPERATED VEHICLE SYSTEMS WITH RELATED TECHNOLOGY AND SERVI
Sourcewell; Bid Location Staples, MN, Todd County; Due 01/12/2023 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/18/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **18th** DAY OF **November, 2022**

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
UNMANNED AND REMOTELY
OPERATED VEHICLE SYSTEMS WITH
RELATED TECHNOLOGY AND
SERVICES
Proposals due 4:30 pm,
January 12, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Nov. 18, 2022. 12174586

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12174586
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479


STATE OF OKLAHOMA, COUNTY OF OKLAHOMA


The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/17/2022, 11/24/2022

and that the fees charged are legal.
Sworn to and subscribed before on 11/24/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
8061820 11/17, 11/24/22



Legal Clerk


Notary, State of WI, County of Brown
8-25-26

My commission expires
Publication Cost: \$41.40
Order No: 8061820 # of Copies: 1
Customer No: 727698
PO #: Unmanned Vehicles

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	347795	Print Legal Ad-IPL00983930 - IPL0098393		\$137.40	1	19 L

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0098393
 Nov 17 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 11/17/2022

Ending Issue of: 11/17/2022

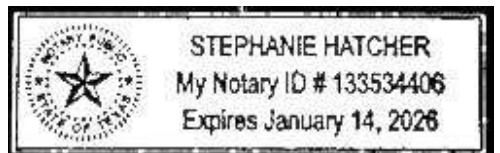
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 17th day of November in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

**Opportunity Notice**
Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services**Category:** Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)**Opportunity Information**

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-06554
Solicitation Number: AB-2022-06554
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 11/17/2022
 04:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 01/12/2023
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 11/17/2022
 04:15:13 PM Alberta Time
Agreement Type: NWP/TA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 N1550: Unmanned Aircraft
 N1550A: Drones, Unmanned Air Vehicle Manufacturers
 N3695F: Robotic Systems and Equipment

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)**Response Submission:**

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, 4:30 pm Central Time, and late proposals will not be considered.

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

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

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

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support: <https://proportal.sourcewell-mn.gov>.

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

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

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMB, NSFM, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnerships Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services with to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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SA_APCRequests@gov.ab.ca. His Majesty the King in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the

Bid RFP #011223 - Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Bid Type **RFP**
Bid Number **011223**

Title **Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services**

Expected Start Date **Nov 17, 2022 12:00:00 AM CST**

Expected End Date **Jan 12, 2023 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
cfr@sourcewellmn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions
0 Questions
0 Unanswered
[View Questions]

Edit Bid
[Edit]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Dec 8, 2022 10:00:00 AM CST**
Location **Online Conference**
Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid



View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification: Goods
Bid Type: RFP - General
Bid Number: RFP 011223
Bid Name: Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services
Bid Status: **Open**
Bid Closing Date: Thu Jan 12, 2023 4:30:00 PM (CST)
Question Deadline: Wed Jan 4, 2023 4:30:00 PM (CST)
Electronic Auctions: Not Applicable
Language for Bid Submissions: English unless specified in the bid document
Submission Type: Online Submissions Only
Submission Address: Online Submissions Only
Public Opening: No
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-min.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **January 12, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories: [Show Categories \[+\]](#)

[Submit a Question](#) [Register for this Bid](#) [Download Bid Documents](#)

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Thursday December 8, 2022 10:00 AM (CST)	No	

Documents	File Name	Pages
	RFP_011223_Unmanned_and_RO_Vehicles Tuesday November 15, 2022 10:34 AM	13 Download
	RFP_011223_Unmanned_and_RO_Vehicles_Contract_Template Tuesday November 15, 2022 10:34 AM	18 Download
	RFP_011223_Unmanned_and_RO_Vehicles_Login_Instructions Tuesday December 6, 2022 09:01 AM	1 Download
	RFP_011223_Unmanned_and_RO_Vehicles_Login_Instructions_Updated Thursday December 8, 2022 03:01 PM	1 Download

Addenda
No Addenda Available ...

OPEN

Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
December 8, 2022 at 10:00 am CST
Proposals Due:
January 12, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

Type 1 Bid Notice Only

Save as Template

Publish / Verify Contents

Solicitation Setting

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	011223
Solicitation Name	Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services		
Country & Province/State	Canada / Ontario	Procurement Type	Goods, Services
Accept Questions	Not Applicable	Published By	Sourcewell
Internal Information (For Internal Use Only)			
Procurement Title/Project Name	011223 Unmanned and Remotely Operated Vehicle Systems		

Advertisement


Basic Settings	
Solicitation Type	Open to all suppliers
Estimated Contract Amount	\$120,000,000.00
Publish Date	11/17/2022
Publish Option	Closing Date & Time 01/12/2023 16:30:00 CT
	Value Range for this Solicitation 10,000,001 over

Selected Categories

Computers
Computer Software (License, Connexus software, Microsoft software, Phoenix3.4 etc), data logger, security software (i.e. anti-virus/spyware) library information system, records management, interactive response system etc.



Solicitation Overview



Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services

011223

Closing Date: 01/12/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include those units of governmental, higher education, K-12 education, nonprofit, other government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposal can be found on the Sourcewell Procurement Portal (<https://proposals.sourcewell.com>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$120,000,000.00 (Not shown to suppliers)
Reference Number 0000236198
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 011223
Title Unmanned & Remotely Operated Vehicle Systems with Related Technology & Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2022/11/17 09:26:45 AM EST
Question Acceptance Deadline 2023/01/04 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2023/01/12 05:30:00 PM EST

Prebid Conference 2022/12/08 11:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2022/12/08 11:00:00 AM EST
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N15	Aircraft, And Airframe Structural Components Aircraft, And Airframe Structural Components
N1550A	DRONES, UNMANNED AIR VEHICLE MANUFACTURERS DRONES, UNMANNED AIR VEHICLE MANUFACTURERS
MERX Category (1)	
G	Goods Goods
G28	Special Purpose Vehicles Special Purpose Vehicles
UNSPSC Category (1)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25100000	Motor vehicles
25101900	Specialized and recreational vehicles



Proposal Opening Record

Date of opening: January 12, 2023

Sourcewell posted Request for Proposal #011223, for the procurement of Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, November 17, 2022, and the solicitation remained in an open status within the portal until January 12, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 12, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011223 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Advexure, LLC dba Advexure Unmanned Systems - Submitted 1/12/23 at 3:57:35 PM
Aero Systems West, Inc. - Submitted 1/11/23 at 8:57:52 AM
Autonomous Industrial Solutions, LLC dba WISPR Systems - Submitted 1/12/23 at 3:00:49 PM
Deep Trekker, Inc. - Submitted 1/11/23 at 3:30:07 PM
FLYMOTION, LLC - Submitted 1/12/23 at 12:10:02 PM
Frontier Precision, Inc. - Submitted 1/12/23 at 12:43:12 PM
Hoverfly Technologies, Inc. - Submitted 1/12/23 at 11:32:18 AM
ISight RPV Services, LLC dba ISight Drone Services - Submitted 1/12/23 at 11:57:47 AM
Motorola Solutions, Inc. - Submitted 1/12/23 at 1:09:50 PM
NM Electronics, LLC - Submitted 1/11/23 at 11:58:18 AM
Osiris Drones, Inc. - Submitted 1/12/23 at 4:16:42 PM
RJE Oceanbotics, Inc. (RJE International RJE Oceanbotics, Inc.) - Submitted 1/11/23 at 5:27:06 PM
RMUS, LLC (Rocky Mountain Unmanned Systems) - Submitted 1/11/23 at 4:33:05 PM
Seafloor Systems, Inc. - Submitted 1/09/23 at 7:52:16 AM
Skydio, Inc. - Submitted 1/11/23 at 4:48:42 PM
Unmanned Vehicle Technologies, LLC - Submitted 1/12/23 at 2:44:49 PM
Vertex Unmanned Solutions, LLC - Submitted 1/12/23 at 12:31:30 PM
Volatus Aerospace USA Corp. - Submitted 1/12/23 at 4:24:01 PM
W.S. Darley & Co. - Submitted 1/12/23 at 4:00:50 PM
Zach James Media (Zachary Loepky) - Submitted 1/09/23 at 11:56:32 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 12, 2023, at 4:32:57 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Greg Grunig
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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



**Proposal Evaluation
Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services RFP #011223**

Possible Points	Advexure, LLC	Aero Systems West, Inc.	Autonomous Industrial Solutions, LLC	Deep Trekker, Inc.	FLYMOION, LLC	Frontier Precision, Inc.	Hoverfly Technologies, Inc.	Isight RPV Services, LLC	Motorola Solutions, Inc.	NIM Electronics, LLC
Conformance to RFP Requirements	37	36	39	41	41	33	34			
Pricing	400	289	334	299	341	270	271		40	32
Financial Viability and Marketplace Success	75	45	51	61	55	50	55		290	251
Ability to Sell and Deliver Service	100	76	66	80	78	71	73		63	48
Marketing Plan	50	39	39	43	40	33	30		79	61
Value Added Attributes	75	60	51	59	63	50	51		32	28
Warranty	50	40	40	42	40	41	38		60	43
Depth and Breadth of Offered Equipment, Products, or Services	200	166	141	160	177	163	143		39	35
Total Points	1,000	800	724	785	835	711	695		141	151
Rank Order	3	12	9	4	1	14	16		10	17

Possible Points	Osiris Drone, Inc.	RJE Oceanbotics, Inc.	RMUS, LLC	Seafloor Systems, Inc.	Skydio, Inc.	Unmanned Vehicle Technologies, LLC	Vertex Unmanned Solutions, LLC	Volatus Aerospace USA Corp	W.S. Darley & Co.	Zach James Media
Conformance to RFP Requirements	29	36	40	40	39	38	38		41	
Pricing	400	80	266	311	249	308	321		321	259
Financial Viability and Marketplace Success	75	38	53	62	57	56	58		62	65
Ability to Sell and Deliver Service	100	51	69	77	78	75	70		80	77
Marketing Plan	50	21	33	36	43	34	40		36	41
Value Added Attributes	75	46	60	61	53	55	49		56	51
Warranty	50	36	40	40	40	40	40		39	39
Depth and Breadth of Offered Equipment, Products, or Services	200	128	141	153	155	164	146		176	170
Total Points	1,000	429	698	780	714	770	762		811	742
Rank Order	18	15	5	6	13	7	8		2	11

DocuSigned by:
Greg Grunig
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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

DocuSigned by:
Beverly Hoernberg
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Beverly Hoernberg, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #011223
Entitled

**Unmanned and Remotely Operated Vehicle Systems
with Related Technology and Services**

The following advertisement was placed November 17, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, November 18, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1010776996 Saskatchewan, Ltd.	MissionGO, Inc.
1437467 Ontario, Inc. O/A FirstChoice Canada	Motorola Solutions, Inc.
Advexure, LLC dba Advexure Unmanned Systems	Neher & Co Data Systems, LLC
Aero Systems West, Inc.	NM Electronics, LLC
Autonomous Industrial Solutions, LLC dba WISPR Systems	Osiris Drones, Inc.
Blue Tactical, LLC	Paladin Drones, Inc.
Canpac Marine Services, Inc.	Panigale Aero, LLC
ClarusTec, Inc.	Performance Drone Works, LLC
Cloud City Drones, LLC	Perspective Robotics US, LLC
Compusult, Limited	Positec Commercial, Inc.
Deep Trekker, Inc.	Prime Vendor, Inc.

Drone Nerds, Inc.	Pure Air Wellness, LLC
DroneSense, Inc.	PWXPress
East Coast Awakening, LLC	RJE Oceanbotics, Inc. (RJE International RJE Oceanbotics, Inc.)
Elbit Systems	RMUS, LLC (Rocky Mountain Unmanned Systems)
eRepublic, Inc.	Sea Machines Robotics, Inc.
FERNO WASHINGTON, INC.	Seafloor Systems, Inc.
FLYMOTION, LLC	Skydio, Inc.
Frontier Precision, Inc.	Skyfront Corporation
GovZERO	Sled Consulting, LLC
Headwall Photonics	Tech 1 Ag & Inspections, LLC
Hidden Level, Inc.	Technology International, Inc.
Hot Dragonfly, LLC	Unmanned Vehicle Technologies, LLC
Hoverfly Technologies, Inc.	Valley Associates
IAI, LTD.	Valley Associates Global Security Corporation
Incite Experiential Design, Inc.	Vertex Unmanned Solutions, LLC
Indigenous Aerospace	Vision Aerial
Indigenous International Trading Group of Canada, Ltd.	Volatus Aerospace USA Corp.
ISight RPV Services, LLC dba ISight Drone Services	W.S. Darley & Co.
Life Safety Services	Zach James Media (Zachary Loepky)

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 12, 2023, at 4:32:57 pm CT. Proposals were received from the following:

Advexure, LLC dba Advexure Unmanned Systems
Aero Systems West, Inc.
Autonomous Industrial Solutions, LLC dba WISPR Systems
Deep Trekker, Inc.
FLYMOTION, LLC
Frontier Precision, Inc.
Hoverfly Technologies, Inc.
ISight RPV Services, LLC dba ISight Drone Services
Motorola Solutions, Inc.
NM Electronics, LLC
Osiris Drones, Inc.
RJE Oceanbotics, Inc. (RJE International RJE Oceanbotics, Inc.)
RMUS, LLC (Rocky Mountain Unmanned Systems)
Seafloor Systems, Inc.
Skydio, Inc.
Unmanned Vehicle Technologies, LLC
Vertex Unmanned Solutions, LLC
Volatus Aerospace USA Corp.
W.S. Darley & Co.

Zach James Media (Zachary Loepky)

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst
Craig West, Procurement Analyst
Beverly Hoemberg, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from iSight RPV Services, LLC and Zach James Media fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Advexure, LLC dba Advexure Unmanned Systems is a value-added reseller that offers a full line of drones, ROVs, and related equipment. Their sales staff will work throughout the United States and Canada to serve Sourcewell participating entities in all states and provinces. Advexure is a certified Small Business and Micro Small Business with the SBA. They are offering substantial discounts off list price.

Deep Trekker, Inc. designs, engineers and builds submersible robotics equipment in Canada. They can provide a complement of different vehicles, parts, and training. Deep Trekker's sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada. They are offering Sourcewell participating entities solid pricing rates.

FLYMOTION, LLC is both a manufacturer and a reseller offering a variety of equipment, technology, training, and certification. Their sales staff will work throughout the United States to serve Sourcewell participating entities. FLYMOTION, LLC is certified as a Veteran-owned Small Business. They are offering significant discounts off MSRP.

RMUS, LLC (Rocky Mountain Unmanned Systems) provides equipment sales, software, technical support, and certified training. RMUS' sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada. They partner with multiple manufacturers. They are offering Sourcewell participating entities solid pricing rates along with leasing options.

Seafloor Systems, Inc. offers a full line of infrastructure support equipment, supplies, design, and services. Their sales staff and dealer network will work throughout the United States to serve Sourcewell participating entities. They are certified as a woman-owned small business and is also a certified DGS-certified Veteran owned Small Business through the State of California. They are offering substantial discounts off standard list price.

Unmanned Vehicle Technologies, LLC has a history of providing unmanned vehicles. They provide a full complement of aerial and water vehicles, technology, and training. UVT's sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada. They partner with various vendors to offer a range of solutions. They are offering Sourcewell participating entities solid pricing rates.


Volatus Aerospace USA Corp. offers a full complement of unmanned vehicles, remote operated vehicles, accessories, training and certification services. Their large sales staff will work throughout the United States and

Canada to serve Sourcewell participating entities. They are offering substantial discounts and volume discounts off list price along with free ground shipping.

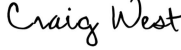
For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011223 to:

Advexure LLC	#011223-ADX
Deep Trekker Inc.	#011223-DTK
FLYMOTION, LLC	#011223-FLM
RMUS, LLC	#011223-RMS
Seafloor Systems, Inc.	#011223-SEA
Unmanned Vehicle Technologies, LLC	#011223-UNM
Volatus Aerospace USA Corp.	#011223-VTS

The preceding recommendations were approved on March 9, 2023.

DocuSigned by:

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Greg Grunig, MS, Procurement Lead Analyst


DocuSigned by:

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Craig West, Procurement Analyst

DocuSigned by:

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Beverly Hoemberg, Procurement Analyst

DocuSigned by:

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Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011223** for **Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
	Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services
	Requesting Board permission to Re-Solicit the following categories:
	Indefinite Delivery Indefinite Quantity Construction - Illinois
	Heavy Construction Equipment with Related Attachments and Technology

CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"
	Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"
	Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"
	Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"
	W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"

CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"

NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
NONE		

IDIQ Contract Extensions		
Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
	Alternative Student/Client Transportation Solutions
Requesting Board permission to Re-Solicit the following categories:	
Fabric Structures with Related Materials and Services	
Refuse Collection Vehicles with Related Equipment, Accessories, and Services	
Indefinite Delivery Indefinite Quantity Construction - Kansas	

NEW CONTRACTS

CONSENT AGENDA ITEMS	Supplier Name	Contract Number	Solicitation Title
	Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
	Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
	Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
	Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
	Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
	John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
	Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
	Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
	Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
	Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
	LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
	SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
	Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
	Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	