



Solicitation Number: 011223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deep Trekker Inc., 155 Washburn Dr., Kitchener, ON, Canada N2R 1S1 (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.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

A fully executed Sourcewell Price and Product 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 Sourcwell 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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 2.5% 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

Deep Trekker Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/21/2023 | 10:32 PM CDT

DocuSigned by:
Sam Macdonald
By: 8000F98F03FB4FF...
Sam Macdonald
Title: President
Date: 3/27/2023 | 1:18 PM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/27/2023 | 3:19 PM CDT

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

Vendor Details

Company Name: Deep Trekker Inc.
Does your company conduct business under any other name? If yes, please state: Deep Trekker
Address: 155 Washburn Drive
Kitchener, Ontario N2R 1S1
Contact: Cody Warner
Email: sales@deeptrekker.com
Phone: 519-342-3177 1
HST#: 834315202

Submission Details

Created On: Thursday November 17, 2022 13:45:12
Submitted On: Wednesday January 11, 2023 15:30:07
Submitted By: Cody Warner
Email: sales@deeptrekker.com
Transaction #: 927f2ed3-b24a-437e-be5f-e15dc7504f0e
Submitter's IP Address: 99.209.37.162

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")	Deep Trekker Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: L09C8
5	Proposer Physical Address:	155 Washburn Dr, Kitchener, ON, Canada N2R 1S1
6	Proposer website address (or addresses):	www.deeptrekker.com www.pipetrekker.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):	Name: Sam Macdonald Title: President Email: sales@deeptrekker.com Phone: 519-342-3177
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Christianne Stever Title: Sales Operations Specialist Email: cstever@deeptrekker.com Phone: 1-226-220-1467
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Cody Warner Title: Director, Sales & Marketing Email: codywarner@deeptrekker.com Phone: 1-226-821-4181

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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>Incorporated in 2010, Deep Trekker is a cutting-edge submersible robotics organization. Designing, engineering, building, and marketing our robots in Kitchener, Ontario, Canada, we are a proudly Canadian team.</p> <p>Deep Trekker employs over 100 staff for the design, engineering, production, sales, and service of Underwater Remote Operated Vehicles (ROVs) as well as land-based submersible Crawlers. Our battery-powered vehicles innovate the way we inspect critical infrastructure or underwater/confined job sites, as well as perform work in these conditions. Our mission is to create single-operator portable vehicles to ensure smooth operations in Aquaculture, Energy (nuclear, wind, hydro), Maritime Shipping, Defense, Water, Search & Recovery, and Ocean Science without ever putting a human in dangerous positions. Currently, we produce three different ROVs, four crawlers, and a submersible camera pod for surveillance.</p> <p>In the coming years, Deep Trekker and Pipe Trekker will be unveiling 3-5 new vehicles with a variety of ground-breaking integrations focused on autonomy, AI, and 3D modelling. Providing a single-operator portable robotic solution with these capabilities will bring underwater surveys into a new age; lowering the requirements on the pilots and provide consistent and detailed data on critical infrastructure, ships, fish farms, etc.</p> <p>On top of feature functionality, Deep Trekker is seeking to evolve the market of sub-10 kg ROVs by creating a truly commercial-grade six-thruster vehicle. One of the main perceptions of micro-class ROVs is that they lack robust features, planes of movement, depth capabilities, and performance through current. We seek to change that.</p>	*
11	What are your company's expectations in the event of an award?	Our expectation upon receipt of a Sourcewell award is to have a contract vehicle that we are able to promote to existing and future potential customers as a method to purchase our solutions. We do not expect that an award will produce immediate purchases, rather it is an important part of our ongoing B2G strategy as a partner with Sourcewell.	*
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.	Please see Financial Documents and letter attached in the Documents section	*
13	What is your US market share for the solutions that you are proposing?	Deep Trekker manufactures several different robots with different end users and applications. Our market share varies depending on the individual industries and product lines. Most of the other vehicles in the market are privately held corporations, so it is difficult to accurately estimate market share. However, if we were to estimate our US market share for inspection-class ROVs, we would estimate that we have 25% of the market. If we were to estimate our US market share of pipe crawlers, we would estimate 5% of the robotic pipe inspection market is Deep Trekker. If we were to estimate the robotic tank cleaning market, we believe that we would have the vast majority of the US market, estimated at 80%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Deep Trekker manufactures several different robots with different end users and applications. Our market share varies depending on the individual industries and product lines. Most of the other vehicles in the market are privately held corporations, so it is difficult to accurately estimate market share. However, if we were to estimate our Canadian market share for inspection-class ROVs, we would estimate that we have 50% of the market. If we were to estimate our Canadian market share of pipe crawlers, we would estimate 15% of the robotic pipe inspection market is Deep Trekker. If we were to estimate the robotic tank cleaning market, we believe that we would have the vast majority of the Canadian market, estimated at 80%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Deep Trekker is a manufacturer that sells both direct to consumers and through our extensive dealer network. We have resellers in nearly every US state that are able to offer after-sales service when needed. These individuals are employees of a third party and are not directly employed by Deep Trekker. When a purchase has been made direct to Deep Trekker all warranty and service will be provided by the Deep Trekker service team. If a purchase has been made through one of our resellers, the warranty period will be maintained by the reseller. Our resellers and we directly as the manufacturer offer training services to our customers. Training can be conducted remotely online or in-person. These services may be conducted by us or by our reselling partner, depending on the wishes of our end customer.	*
17	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.	Outside of the registered corporation and relevant safety requirements as required by Ontario and Canada for all businesses, there are no specific licenses or certifications required to operate our business in robotics manufacturing.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	Deep Trekker was thrilled to be recognized in 2017 for the DT340 Pipe Crawler. The North American Society for Trenchless Technology presented Deep Trekker with the award for "Leader in Innovation" at the 2017 No Dig Show in D.C. It was a great honor to have the DT340 Pipe Crawler marked as an industry leader, and the hard work of our team of engineers recognized by such a prestigious association.	*
20	What percentage of your sales are to the governmental sector in the past three years	14%	*
21	What percentage of your sales are to the education sector in the past three years	2.1%	*
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?	We do not hold any ongoing cooperative purchasing contracts although all contracts within the last year would exist under the warranty period.	*
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?	N/A	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power	Emmanuel Riclet	213-841-3916	*
Metropolitan Water	Matthew Williams	626-893-7077	*
City of Charlotte	Shawn Royall	704-353-1932	*
Washington Department of Transportation	Michael Smith	360-470-9712	

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 *
Ontario Power Generation	Government	ON - Ontario	Hydroelectric dam inspections with the Revolution ROV	\$46,770.24 \$41,712.38 \$25,144.93 \$20,000.10 \$18,998.00 \$13,087.00 \$12,073.42 \$10,321.38 \$7,670.82 \$6,767.72 \$6,686.69 \$6,117.72 \$2,944.30 \$1,176.00	\$222,653.10
City of Toronto	Government	ON - Ontario	Inspecting underwater pipes throughout the City of Toronto	\$98,800.00 \$50,182.00 \$43,186.00 \$1,000.00 \$396.45	\$193,564.45
County of Union	Government	North Carolina - NC	Deep Trekker Revolution NAV with Sonar for search and recovery missions.	\$170,356.19	\$170,356.19
Washington State Department of Transportation	Government	Washington - WA	WSDOT is currently using their A200 Pipe Crawler to inspect culverts under the road and their Revolution swimming ROV to inspect under bridges	\$147,538.69 \$4,444.30 \$772.30	\$147,538.69
Florida Fish and Wildlife Conservation Co	Non-Profit	Florida - FL	Using their Revolution for water quality analysis and conservation efforts	\$114,958.21	\$114,958.21

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.	Deep Trekker employs 100 people directly with a sales team consisting of 10 individuals. The sales team spends a significant amount of time travelling throughout North America and is able to conduct demonstrations for prospective clients. We also have a number of resellers throughout North America. Our resellers are typically capable of handling any small repairs and work directly with our service team to acquire any needed parts and documents to complete the repair.

27	Dealer network or other distribution methods.	<p>All of our resellers and service centers apart from the Deep Trekker main office at are not employed directly through Deep Trekker. Some resellers are capable of technical service and support, whereas others are solely responsible for sales as an agent. Indicated below with an (*) are resellers with technical service capabilities. Our Dealers located throughout North America consist of:</p> <p>Frontier Precision* MN, HI, MN, SD, CO, OR, MT, AK, WA, ID - USA www.frontierprecision.com</p> <p>DroneAction360 QC - Canada www.droneaction360.ca</p> <p>MFE Rentals Canada ON, AB - Canada www.mfe-is.ca</p> <p>MFE Rentals USA* TX, CA, LA, GA, IL, CO - USA www.mferentals.com</p> <p>ADS Inc. CA - USA www.adsinc.com</p> <p>GRESKO Utility and Supply Inc. * USA www.gresko.com</p> <p>RMUS UT - USA, ON, QC - Canada www.rmus-qc.ca</p> <p>Carolina Industrial NC - USA www.ciequipment.com</p> <p>Vortex / Schwalm* TX - USA www.vortexcompanies.com</p> <p>Municipal Equipment* KY - USA www.meieq.com</p> <p>Pat's Pump* FL - USA www.patspump.com</p>
28	Service force.	<p>The Deep Trekker service team consists of 7 employees dedicated to monitoring phones, and emails. They work together in conjunction with our production team of 35 employees and the engineering team of 40 employees to service our customers and attend to warranty repairs. They actively monitor issues for systemic issues that we can improve and avoid in the future with design and process changes.</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.	<p>Typically our customers prepare a Purchase Order which is sent to either our sales department at sales@deeptrekker.com or to the Account Executive that the customer has been interacting with. This purchase order is reviewed by our Finance department and an End User Certificate is sent to the customer to complete. The End User Certificate must be completed to ensure that all we are in compliance with export regulations and to certify that the products will be used by the purchaser and not an external party. An invoice will then be prepared for the customer and sent via DocuSign and the order will be placed on our production schedule. The lead time on our standard ROV packages is approximately as follows:</p> <p>DTG3 ROV: 1-2 Weeks Pivot ROV: 2-4 Weeks Revolution: 3-5 Weeks A-200 Pipe Trekker: 2-4 Weeks DT640 VAC / MAG Crawler: 3-4 Weeks DT340/DT320 Pipe Crawlers: 4-6 Weeks</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When a customer discovers issue or has technical challenge, they can reach out to our team via phone, email, website chat, or text message. Our customer service team will work directly with the client to diagnose the issue and decide on the best solution moving forward. Depending on the issue, we are often able to solve the problem over the phone, ship a part with instructions on how to perform the repair, or send shipping labels to the customer to return the equipment for repair in Canada or at an authorized service center Under warranty, all costs associated with this repair process are borne by Deep Trekker. Outside of the warranty period, we will provide the customer support via email, chat, or phone for free, and will charge for any parts, labor, or shipping involved in repairing the equipment. Our team aims during service hours to respond within minutes of a reported issue, and within 12 hours when reported during off-times.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Deep Trekker currently delivers over one thousand robots per year within North America, with approximately 14% of sales coming from government entities. Our production capacity is currently strong with the ability to grow it at a rapid pace in the case of increases in volume of sales. We are very interested in any methods to reach more customers, including Sourcewell's contract opportunities. Deep Trekker has several reselling partners in the United States for customers with short repair turnaround requirements, and has successfully supported US-based customers for over 12 years.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Deep Trekker currently delivers over one thousand robots per year within North America, with approximately 14% of sales coming from government entities. Our production capacity is currently strong with the ability to grow it at a rapid pace in the case of increases in volume of sales. We are very interested in any methods to reach more customers, including Sourcewell's contract opportunities. Deep Trekker's headquarters are located in Kitchener, ON, Canada, which offers a well-suited location for sales and service to customers particularly in the heaviest populated Canadian region (Southwestern Ontario).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Deep Trekker has shipped robots to all states, provinces and territories in North America, including the United States outlying territories. Deep Trekker also ships globally and has customers in over 100 countries worldwide.	*
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?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No, Deep Trekker has shipped to Hawaii, Alaska, and US Territories such as Guam and Puerto Rico, as well as provided technical support for these customers. We are confident in our ability to sell and support in these regions as well.	*

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.	Deep Trekker's marketing in general consists of in-person events and demonstrations, digital advertising and content production, and cold outbound contact efforts. For trade events, we would be sure to promote our position on a Sourcwell contract through our catalogs, speeches given at events, and representatives at the event letting potential customers know. For digital advertising, we would promote our contract as a block on our relevant product pages and promote the sourcwell logo on our website. For cold outbound efforts to relevant government agencies, we would inform them that we are on a Sourcwell contract and that it could be a potential vehicle for them to utilize to purchase our products. You can explore our website more at www.deeptrekker.com and attached is our current product catalog for reference.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our digital presence is very strong, with a domain authority of 41, 7,000+ backlinks, and continually optimized search and remarketing campaigns that have lead to generating a majority of our leads in our business. Digital marketing and social media is critical to Deep Trekker's success, and with several members of the team solely dedicated to making our digital marketing programs work, we expect to only build it to be stronger and more effective over time.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Sourcwell's role is to provide an easy vehicle for government agencies to purchase approved equipment and services. Whenever our team has an opportunity to work with a government agency, we will mention this as part of our initial conversations. Early in relationships with customers, whether it is meeting them at a trade show, calling them, or them reaching out to us, we typically ask how they purchase equipment like ours today. Now we can add as part of that question - "did you know we have a contract with Sourcwell?" and we can use this contract vehicle to help show that our product is verified and worthy of their procurement efforts. For potential customers that do not have existing Sourcwell relations, we can help to promote the value of Sourcwell in these conversations.
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.	Our products are not available through other e-procurement ordering, but we have hundreds of previous sales to government and educational customers. They have typically purchased through traditional RFP processes.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Deep Trekker ROV's do not require a regular maintenance schedule. The units require a fresh water rinse after a dive in salt water. Batteries must be charged fully at a minimum of once every 6 months. Since we have no dynamic seals to grease or parts to replace regularly, a maintenance schedule is not required.</p> <p>We offer 4 different training options: Training Video Series - Customers are able to be enrolled at no cost in our video training series for all ROVs Virtual Training - We offer virtual training sessions on a video call with our technical trainer at a cost of \$500 USD per 1 hour session, some packages include this session at no additional cost. In person training - Our technical trainer comes to the customers desired location and conducts in person training for up to 10 students. Cost typically ranges from \$5,000 - \$10,000 USD depending on location and travel costs Technical Documentation and Manuals - we have several manuals for operation and for repairs, if a customer prefers to handle a repair themselves to save time and money, we have guides in place to support in-field repairs.</p>
41	Describe any technological advances that your proposed products or services offer.	Deep Trekker's advanced integrations with various sensors, including imaging sonars, acoustic positioning systems, ultrasonic thickness gauges, water quality sensors, robotic manipulators, sampling tools, and more allow for users to capture very useful data in a variety of methods depending on their mission. Our systems utilize a central operating system called BRIDGE that makes these integrations seamless and user friendly. Our goal for our robots is to make them as simple as possible while achieving previously complex inspection goals. Our current development is aimed at improving autonomy, 3D modeling capabilities, and utilization of artificial intelligence.

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.	<p>Deep Trekker is committed to having as small of an impact as possible on the Earth, including by reducing waste, reusing parts and materials, and recycling at our facilities to reduce our carbon footprint.</p> <p>Deep Trekker's products support many green initiatives, including customers using our robotics for ocean cleanup efforts. Organizations such as Ghost Diving and the State of Maine use our robotics to recover derelict fishing gear such as lost lobster pots from the sea floor.</p> <p>Deep Trekker is committed to having as small of an impact as possible on the Earth, including by reducing waste, reusing parts and materials, and recycling at our facilities to reduce our carbon footprint.</p> <p>Deep Trekker's products support many green initiatives, including customers using our robotics for ocean cleanup efforts. Organizations such as Ghost Diving and the State of Maine use our robotics to recover derelict fishing gear such as lost lobster pots from the sea floor.</p>
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.	Deep Trekker currently does not hold any certifications specific to green initiatives.
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.	N/A
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>Below are what makes Deep Trekker solutions unique and why we have remained successful throughout our 12 years in business.</p> <p>Tested and Assembled</p> <p>Our ROVs are proven. Our vehicles have been used in Earth's harshest environments. Each one of our vehicles undergo an extensive testing process after being fully assembled in our plant here in Canada. When you receive yours, it can be in the water out of the box.</p> <p>Portability</p> <p>The DTG3 fits into a single carrying case, all components associated with the DTG3 package are 55-65 lbs in its case, making it easy to be even a checked bag on an airplane or an express Fedex shipment. The long lasting battery power (6-8 hours, 90min recharge time) allow for you to head to your dive site without having to think about generators or power sources nearby. Lastly, by using a rugged handheld controller, the system is complete and you do not need to worry about laptops near water. Our Pivot, Revolution and A200 Pipe Trekker fit into 2 carrying cases which makes them easy to throw into the back of a truck or vehicle and transport them to any remote location.</p> <p>Durability</p> <p>Deep Trekker is unique for the lack of regular maintenance schedule. All seal points are magnetically coupled. Magnets do not wear down over time, meaning there is no regular greasing, gassing or replacement. Controllers are weather/splash proof. The whole system has been put to the test in harsh environments ranging from the Antarctic, the heat of a cooling tower at a power plant, or environments such as boron tanks, hydrogen sulfide, and nuclear reactor pools.</p> <p>Here is a testament to the durability:</p> <p>TRI-Chile considers that Deep Trekker ROVs are remarkable pieces of technology, but mostly reliable allies. Our first two units have reached over 5600 operating hours each -and still counting. These working hours were achieved by performing periodic maintenance and preventive field duties, and also during our Pilots' training in accordance with the highest professional standards, in order to make the most out of the ROVs' performance.</p> <p>Our company currently has 18 DTG2 Smart Turbo units fully operational and working. Our operations take place in several locations of the Chilean Patagonia, where the ROVs face extreme weather and sea conditions on a daily basis. In spite of these harsh conditions, we're able to offer an excellent and efficient service to our</p>

		<p>customers due to the technology from Deep Trekker at our disposal. TRI-Chile certainly recommends Deep Trekker Inc. The TRI-Chile Team.</p> <p>Modularity</p> <p>Many of our add ons can be shipped directly to you and you can install yourself, such as our Grabber or Sensors. In the case where it is an add on that cannot be shipped, such as a Multi Beam Sonars or Thickness Gauges, often times we will send labels to bring the ROV back to us free of charge to make the installation. We can also pre-install ports for some of these add ons if you have something in mind for the future but do not want to make the investment up front.</p> <p>Customer Service</p> <p>Our team works very hard to provide top notch service - so if a problem does come up, we will make sure we get a solution to you as quick as possible. We do not require in order to maintain warranty that you send back the ROV if there is an issue - we will happily ship you a part and walk you through the repair over phone or Skype if that works better for you. If you aren't handy - then our warranty covers shipping back and forth to us. Here is a testament to our customer service:</p> <p>David Haire, Director of Inspections - Pittsburg Tank: "If I could give more stars I would. Best customer service experience I have ever experienced. These guys products work beyond compare and they will help you in any way possible with any question you have. Blew my mind when the owner of the company actually called me himself and has emailed me several times to assist with questions. We just started using them but we will be changing our entire fleet to Deep Trekker due to their superb products and the fact that you know you are dealing with a company that actually cares and wants to do everything they can to help their customers. Outstanding company."</p> <p>Feel free to check out other reviews of our products as well here: https://www.google.com/search?q=deep+trekker+reviews&rlz=1C1GCEA_enCA873CA873&oq=deep+trekker+reviews&aqs=chrome..69j57.2309j0j7&sourceid=chrome&ie=UTF-8#lr=0x405a030770f71871:0x4aebf677bd950824,1,,</p>
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Our warranties cover all parts and labour on our products. Our warranty also covers the shipping and handling costs associated with a repair or replacement in North America. (Please see our warranty details on pg 84-86 of the attached user manual in the documents section)

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The warranty does not cover the following</p> <ol style="list-style-type: none"> 1) A product including its components that has been altered or modified so as to adversely affect its operation, performance, or durability. 2) A product including its components that has been serviced by an unauthorized service centre. 3) Damage caused by improper maintenance or reassembly. 4) Damage or failure caused during shipment, or by acts of God, acts of war, or other such occurrence beyond either parties' control. 5) Damage resulting from an impact with another object. 6) Partial cuts of tether. 7) Severed tether and any resultant loss of the exploration system. 8) Any damage to components not designed for underwater use that has been breached by water, including viewing systems, controllers, battery packs, chargers, etc. 9) Windows worn from normal use. 10) Windows that have experienced a chemical attack. 11) Window breakage due to the operation of a damaged window and the resulting damage to the system. A damaged window would include deep scratches or a window that has experienced a chemical attack. 12) Hull breakage due to the operation of a damaged hull and the resulting damage to the system. A damaged hull would include deep scratches, pits, or dents. 13) Hull plating including blisters, cracks, peeling, or scratches. 14) Any product which has been misused, used in a negligent manner, used without normal maintenance, or operated contrary to any instruction furnished by Deep Trekker™. 15) Loss of time, inconvenience, retail charges, travel expense, loss of use, loss of profit, loss of or damage to personal property, retrieval fees for lost systems, or other remedies not specifically allowed. 	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>All shipping costs along with parts and labour are included in this warranty period. In the event that the unit needs to be returned to Deep Trekker, our shipping department would prepare shipping labels to have the unit returned to our facility. Please find the manual attached below which includes all warranty information. Virtually all repairs do not require a traveling technician, but in the case where this is required, we would need to negotiate a price that is suitable for the circumstances.</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>Our support team has technicians monitoring the phone and emails until 9pm EST Monday - Friday, and on weekends and holidays between the hours of 10am - 6pm EST. Emails are typically responded to within 1-2 business days. If a problem or warranty issue were to arise, our support team is available during these hours. Our technical support team will first help by troubleshooting to diagnose the issue. Often, the solution is a quick fix that can be done easily with a firmware upgrade. If more attention is needed our team provides support however the recipient prefers. We often assist customers over a video call, phone call, with documents and instructions, or with video instructions. In the case that the unit needs to come back to our facility, Deep Trekker covers the costs of the shipment during the warranty period in addition to parts and labour.</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>Deep Trekker covers warranties on third party items and will be managed directly through our service team.</p>	*

51	What are your proposed exchange and return programs and policies?	<p>Return Policy</p> <p>We have a 100% satisfaction guarantee policy. If you are not completely satisfied with your order, we will provide a full refund within 30 days of purchase. A return will be handled in the following ways:</p> <p>Returns must be made within 30 days of the date of purchase. Please ensure that the product is in the original condition and packaging. Partial Refunds will be issued for the following items, assessed upon return receipt of product:</p> <p>Any item that has obvious signs of use. Any item not returned in the condition it was received Place the product in a clearly labeled package that protects the product for shipping. Enclose your address and reason for the return. Please mail a pre-paid package to:</p> <p>Deep Trekker Inc.</p> <p>155 Washburn Drive Kitchener, ON, Canada N2R 1S1</p> <p>The refund will be processed within a reasonable time frame and will be issued to the same credit card used to purchase your order.</p> <p>If your order was defective, damaged or if we made an error, we will be pleased to refund the item and shipping costs for your order and for your return. Please contact us for further info.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>Deep Trekker does not offer service contracts, but rather offers a solution for customers to complete their own inspections without the need to hire a contractor to complete the work. Deep Trekker robots are easy to use and maintain, intended for virtually any user to be able to perform inspections without the need for a specific contractor.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>We accept MasterCard, Visa, Cheque, and Bank Wire Transfer. Customers may also contact us directly if they have another preferred method of payment.</p> <p>Net 30 Payment terms are available based on financial standing. The purchaser may request payment terms and our finance team will evaluate the financial standing and respond with a decision</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We do not provide any leasing or financing directly through Deep Trekker, but are able to offer the contact information of companies that do provide financing for our equipment in the event a customer is interested in a financing option.</p>	*
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>See sample Invoice and End User Certificates in the documents section.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes we accept P-card procurement and payment processing for purchases. There is no additional charge for use of a P-card.</p>	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All pricing has been included under the documents section including the full retail price of each item and the price that Sourcwell is offered. Sourcwell has been given a 2.5% discount on each item for each package or part that would be purchased through the Sourcwell platform.
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.	Discount provided to Sourcwell in the pricing document submitted.
59	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
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.	We cannot estimate for all circumstances what the cost would be for nonstandard options, but we do offer this service if customers wish to add a custom item to their robotics. Our goal is to charge a rate that covers the estimated engineering labor associated with a project and the cost of the items themselves, plus 1-99% profit depending on the circumstances.
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.	All pricing is included on the pricing sheet in the Documents section.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Deep Trekker uses UPS, FedEx, DHL, or Purolator depending on the delivery location. If a customer prefers to use their own method of shipping, we support this. If it is one of the 4 shippers above, there is no additional charge. Deep Trekker charges a \$150 handling fee if the customer wishes to use a different freight forwarder. Once the sale is finalized, either with a signed invoice, purchase order and end user certificate or completed payment, we build, test, and ship the product to the customer. We send tracking details to the customer and follow up once the shipment arrives to the customer to ensure that they have all of the items they ordered.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and offshore delivery follows the same procedures as in line 62. The costs associated with the deliveries are greater, as outlined in the pricing sheet
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Deep Trekker can offer, for additional charges, overnight international priority shipping options through FedEx. Timing is not guaranteed but it does provide a faster alternative for emergency situations.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Deep Trekker does not offer discounts on purchases to government entities or educational programs. For budget conscious customers we can often find a solution, such as a used model, but we cannot provide specific pricing for these as availability varies depending on what is currently in the Deep Trekker Fleet.

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.	Deep Trekker reviews pricing on a quarterly basis along with a review of other sales, marketing, and operations items during board meetings. Upon receipt of a Sourcewell contract, we would add the review of this contract to the Board meeting schedule to ensure compliance with the contract.
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.	Internal metrics that would determine if Sourcewell's contract is successful include new opportunities created as a result of the contract with Sourcewell, and sales that operate through Sourcewell's contract. If the contract provides 10+ new opportunities and \$500,000+ in sales within 18 months of contract award, we will consider this project a success.
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.)	Deep Trekker is not aware of the promotional reach of Sourcewell or the promotional efforts we could expect in exchange for the fee. It is difficult to identify a value for the service without understanding the value that we will receive. We typically provide a 2.5% discount for sales agents, which this contract could be considered as similar to.

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>Deep Trekker's world-class robots are used by thousands of customers around the globe; for structural inspections, marine surveys, sample collection, drowning victim search and recovery, security checks and more. Our vehicles are used for underwater inspection and tasks in industries such as aquaculture, infrastructure, energy, search and recovery, commercial diving, maritime shipping, defense, municipalities and ocean science.</p> <p>We deliver proven, fully assembled, tested and ready to use submersible remotely operated vehicles, utility crawlers, pipe crawlers and submersible cameras.</p> <p>Our product line consists of the following Remotely Operated Vehicles that are used in a variety of industries: the DTG3, PIVOT, REVOLUTION, DTPod, DT640, A200, A150 and PROTON.</p> <p>DTG3 ROV</p> <p>The DTG3 ROV allows for advanced power, heightened capabilities and high-end performance at a breakthrough price. Reaching depths of 200 meters, the DTG3 is designed to last longer with hybrid power and up to 8 hours of battery life. An enhanced viewing and recording experience provides smarter inspections with its live, 4K video and waterproof</p>

handheld controller.

Coupled with the driving force of BRIDGE, the DTG3 provides advanced stability even in rough underwater environments; the freedom to move with direct sonar integration, and an automated station holding capable of rotating 270 degrees.

An enhanced viewing and recording experience

Even in rough conditions, the DTG3 provides stable, clear and crisp HD video. Operators can manipulate viewing by dimming main and auxiliary lighting, for optimal inspections even in dark and low light environments.

Easy to use, modern user interface. A clear, bright and wide 7" screen gives you a clear picture underwater, even in sunny conditions

High definition video recording. Equipped with a 4K camera, connect and record from 720p to 4k

Flexibility to connect. The DTG3 handheld controller connects with an SD card, HDMI, USB or Ethernet for external viewing on larger monitors

Simply put, a smarter ROV

Designed to deliver high performance. New and integrated innovative technologies in the DTG3 offer intelligent advancements to simplify your operation.

Advanced controls. Auto Depth and Auto Heading allow for ease of use when working in heavier current

Take your DTG3 on the go.

The new Pelican Case makes traveling easy and convenient. Wheel your way through an airport, train station or jobsite with this remarkable, light and tough protective case

Base Package:

7" LCD Handheld Controller With 64GB SD Card

BRIDGE Software

1080p Camera

75M (246') Tether

Tether Reel (Up to 200M Capacity, Options to 700M Available)

Pelican Case

Sensors (Heading, Depth, Temp, Pitch, Roll, Auto Heading/Depth)

Auxiliary Floodlights

Toolless Ballast

3 Magnetically Coupled Thrusters (Precision Thruster + 2 Main Thrusters)

Hybrid Power

Batteries and Chargers Included

200M Depth Rating

Fully Assembled and Tested

1 Year Bronze Warranty

PIVOT ROV

Striking the perfect balance between size and power, the Pivot is a durable, flexible and intelligent vehicle. Lateral movement paired with the 97 degree rotating tool positioning platform gives users the ability to complete inspections accurately and efficiently.

At 35 pounds with battery tubes under 100whr the Pivot is easily portable and safe for both commercial and cargo flights.

With Deep Trekker's robust and dependable design, users can trust that their vehicle can handle harsh conditions and tough jobs. Magnetically coupled thrusters, stainless steel components and sapphire lens cover paired with intelligent design ensures complete durability.

With 97 degree rotating tool positioning pilots can take advantage of flexible imaging options and convenient tool manipulation from a stable platform. The 220 degree range of motion on the 1080P camera allows users to complete inspections in a timely, straightforward manner.

The expandable tool platform allows for numerous modular options for adaptability and customization.

In addition to being flexible and adaptable, the Pivot is easy to use allowing operators to be trained quickly.

Lateral movement makes remote inspection work straightforward and convenient.

The ideal combination of stability and flexibility lets users keep their platform in the most stable position for imaging options.

Packages

PIVOT ROV SMART

6 Magnetically Coupled Thrusters
220 Degree Rotating Full High Definition Camera
2 LED Floodlights (1000 Lumens)
2 External Floodlights (3400 Lumens)
Sensor Package (Heading, Depth, etc.)
100M (330') Tether
Tether Reel
Lithium-Ion Batteries
7 LCD Controller with 64GB SD Card
Chargers, Ballast Kit
USB Microphone
2 Pelican Cases with Wheels
305M (1000') Depth Rating
Fully Assembled and Tested
1 Year Bronze Warranty

PIVOT ROV EXPERT

Free Online Videoconference Startup Training (Up to 2 Hours) Upon Delivery (\$1,000 Value)
6 Magnetically Coupled Thrusters
220 Degree Rotating Full High Definition Camera
2 LED Floodlights (1000 Lumens)
2 External Floodlights (3400 Lumens)
Sensor Package (Heading, Depth, etc.)
Tilt Platform
2 Function Grabber
150M (492') Tether
Tether Reel
Lithium Ion Batteries and Spare Battery Set
7" LCD Handheld Controller with 64GB SD Card
Chargers, Ballast Kit
USB Microphone
2 Pelican Cases with Wheels
305M (1,000') Depth Rating
Fully Assembled and Tested
1 Year Bronze Warranty

PIVOT ROV NAV

Free Online Videoconference Startup Training (Up to 2 Hours) Upon Delivery (\$1,000 Value)
6 Magnetically Coupled Thrusters
220 Degree Rotating Full High Definition Camera
Ultra Short Base Line Positioning System (USBL)
USBL Integration Kit and Map Tracking Software
Controller GPS
Doppler Velocity Log (DVL)
2 LED Floodlights (1000 Lumens)
2 External Floodlights (3400 Lumens)
Sensor Package (Heading, Depth, etc.)
Tilt Platform
2 Function Grabber
300M (984') Tether
Tether Reel
Lithium-Ion Batteries and Spare Battery Set
7" LCD Controller with 64GB SD Card
Chargers, Ballast Kit
USB Microphone
Service Kit
2 Pelican Cases with Wheels
305M (1000') Depth Rating
Fully Assembled and Tested
2 Year Bronze Warranty

REVOLUTION ROV

Engineered with carbon fiber and stainless steel, the Deep Trekker REVOLUTION is more powerful than ever seen before - equipped with auto-stabilization, wireless connectivity, augmented recording capabilities and 4K Ultra HD video resolution. Deep Trekker REVOLUTION is based on an automated station holding, allowing the camera, sonar and manipulator arm to rotate a full 260 degrees for advanced situational awareness and unmatched flexibility. It can be remotely controlled to depths of 305 meters underwater. The vehicle's manipulator arm has a close strength of 70 lbs and the ROV tether can pull up to 300 lbs to the surface. Deep Trekker REVOLUTION is designed to detect and locate objects hidden

beneath the water, assist divers and safely conduct underwater inspections in harsh environments.

Advanced stability and control

Powered by BRIDGE, the REVOLUTION ROV provides advanced stability in underwater environments. Equipped with automated station holding, the camera, sonar, and manipulator arm are capable of rotating 260° for situational awareness.

Six integrated vectored thrusters

The 6 vectored thrusters allow for lateral movement side to side and precise turning forward and backward. Allowing for maximum control and advanced station holding.

Fully assembled, tested and ready operate

The mission ready REVOLUTION ROV requires limited setup. An expeditionary system that allows operators to take it out of the box and into the water within minutes.

Durable construction

Engineered with carbon fiber and stainless steel, REVOLUTION delivers dramatic power, enhanced capabilities and performance. It is well suited for offshore underwater inspections in various industries including, aquaculture, energy, naval defense, and marine research

The REVOLUTION NAV package makes locating, tracking and operating an ROV easier than ever before.

The REVOLUTION NAV package is a fusion of sensor technology provides pilots with an open street view map showing their ROV's position on screen, allowing users to see where they are, leave a trail to show where they have been and set points of interest where they want to return to. This is especially useful for applications in open, murky water or when there is significant current, such as a search and recovery mission where teams want to see what areas have been covered as part of the search.

Packages:

REVOLUTION ROV BASE

Free Online Videoconference Startup Training (Up to 2 Hours) upon Delivery (\$1,000 Value)

Full High Definition Camera

7" LCD Handheld Controller with 64GB SD Card

300M (984') Tether

Tether Reel

Pelican Case with Wheels

Sensors for Heading and Depth

Rotating Head

Grabber Arm

Auxiliary Floodlights

Laser Scaler

Batteries and Chargers Included

Spare Battery Set

Microphone

305M (1000') Depth Rating

Fully Assembled and Tested

1 Year Bronze Warranty

REVOLUTION ROV NAV

Free Online Videoconference Startup Training (Up to 2 Hours) upon Delivery (\$1,000 Value)

Full High Definition Camera

7" LCD Handheld Controller with 64GB SD Card

Bridge Software

Ultra Short Base Line Positioning System (USBL)

USBL Integration Kit (Hardware and Bridge Firmware)

Doppler Velocity Log (DVL)

300M (984') Tether

Tether Reel

Pelican Case with Wheels

Sensors for Heading and Depth

Rotating Head

Grabber Arm

Auxiliary Floodlights

Laser Scaler

Batteries and Chargers Included

Spare Battery Set

Microphone

Service Kit
 305M (1000') Depth Rating
 Fully Assembled and Tested
 2 Year Bronze Warranty

DTPod

The DTPod is portable, durable and easy to operate, designed to withstand lengthy installations and 360 degree inspections underwater. Simply plug in the controller topside and use the 360 degree pan and tilt camera to monitor fish health, feeding time or submerged infrastructure. The same splash proof controller allows access to an entire fleet of installed cameras without having to maneuver large, bulky equipment or risk having a laptop close to the water.

Key Benefits:

Durable and reliable underwater inspection cameras
 360 degree pan and tilt camera for inspections underwater.
 Access to an entire fleet of installed remote underwater cameras without having to maneuver bulky equipment or risk having a laptop close to the water.

Packages

DTPOD BASE

305M (1000') Depth Rating
 50M (164') Tether (No Reel or Case)
 1080p HD Camera
 LED Lights (1000 Lumens)
 360 Pan
 360 Tilt
 1 Year Bronze Warranty

**Does Not Include Controller

DTPOD PRO

305M (1000') Depth Rating
 DTPod IP Base System
 150M (492') Tether
 Tether Reel
 Carrying Case
 7" LCD Handheld Controller
 Sensor Package
 1 Year Bronze Warranty

DT640 ROV

Deep Trekker utility crawlers are designed to work in tough underwater environments; equipped with attachments for pressure washing, vacuuming, thickness testing and more.

The DT640 offers various solutions to unique underwater inspections, designed with both rubber or magnetic wheel options and designed with skidless, zero turning radius. Earth magnets allow the utility crawler to move in any direction on ferrous material.

Built for cleaning sediment and sludge from the bottoms of reservoirs and tanks, the DT640 VAC is an easier, safer and more cost effective alternative to draining assets or utilizing divers for cleaning. The big brother of the DT640 Utility Crawler, the DT640 VAC covers more ground and moves twice as fast to tackle the biggest of jobs. Perfect for reservoirs, the DT640 VAC readily handles sediment and mud.

A200 Pipe Trekker

The world's first and only fully battery-operated, portable pipe crawler to move quickly and easily to even the most remote manholes.

Pipe Trekker delivers easy-to-use, reliable and robust pipe crawlers which can be either completely one-man portable or truck-mounted. The battery-powered A-200 equipped with a high definition PTZ (pan, tilt, zoom) camera is the easiest to use and most portable pipe crawler on the planet. Designed to inspect pipes sized 8 inches and above. With the possibilities of advanced sensor integrations, such as sonar and lasers, our adaptable design enables true flexibility without compromising performance.

Packages

A-200S PIPE CRAWLER

Base Crawler System
1080p, 10x Optical, 120x Digital Pan Tilt Zoom Camera
Robotic Elevating Arm
LED Floodlights
200M (656') Tether
Counter Reel
7" LCD Handheld Controller with 64GB SD Card
Rubber Wheel Kit for 8" Pipe
Rubber Wheel Kit for 10" Pipe
Rubber Wheel Kit for 12" Pipe
512 MHz Sonde
2 Rugged Carrying Cases
Lifting Kit, Port Caps, Charger
1 Year Bronze Warranty

A-200X PIPE CRAWLER

Base Crawler System
1080p, 10x Optical, 120x Digital Pan Tilt Zoom Camera
Robotic Elevating Arm
LED Floodlights
325M (1,066') Tether
Powered Counter Reel
10" Touch Screen Tablet Controller
Rubber Wheel Kit for 8" Pipe
Rubber Wheel Kit for 10" Pipe
Rubber Wheel Kit for 12" Pipe
Carbide Wheel Kit for 8" Pipe
Rear Facing Camera with Lights
512 MHz Sonde
2 Rugged Carrying Cases
Lifting Kit, Port Caps, Charger
1 Year Bronze Warranty

A150 Pipe Trekker

The world's first and only fully battery-operated, portable pipe crawler to move quickly and easily to even the most remote manholes.

Pipe Trekker delivers easy-to-use, reliable and robust pipe crawlers which can be either completely one-man portable or truck-mounted. The battery-powered A-150 equipped with a high definition PTZ (pan, tilt, zoom) camera is the easiest to use and most

portable pipe crawler on the planet. Designed for inspections of pipes sized 6 inches and above. With the possibilities of advanced sensor integrations, such as sonar and lasers, our adaptable design enables true flexibility without compromising performance.

Packages

A-150S PIPE CRAWLER

Base Crawler System
1080p, 10x Optical, 12x Digital Pan Tilt Camera
Robotic Elevating Arm
LED Floodlights
200M (656') Tether
Counter Reel
7" LCD Handheld Controller with 64GB SD Card
Rubber Wheel Kit for 6" Pipe
Rubber Wheel Kit for 8" Pipe
Rubber Wheel Kit for 10" Pipe
512 MHz Sonde
2 Rugged Carrying Cases
Lifting Kit, Port Caps, Charger
1 Year Bronze Warranty

A-150X PIPE CRAWLER

Base Crawler System
1080p, 10x Optical, 12x Digital Pan Tilt Camera
Robotic Elevating Arm
LED Floodlights
325M (1,066') Tether
Powered Counter Reel

		<p>10" Touch Screen Tablet Controller Rubber Wheel Kit for 6" Pipe Rubber Wheel Kit for 8" Pipe Rubber Wheel Kit for 10" Pipe Carbide Wheel Kit for 8" Pipe Rear Facing Camera with Lights 512 MHz Sonde 2 Rugged Carrying Cases Lifting Kit, Port Caps, Charger 1 Year Bronze Warranty</p> <p>PROTON</p> <p>Our under 10KG, six vectored thruster system is portable and light weight making it the ideal choice for quick inspections to depths of 120M. Options for navigation systems such as DVL, USBL, manipultaors included. This product will be released mid 2023.</p>	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a	*

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 type="radio"/> Yes <input checked="" type="radio"/> No	Deep Trekker does not manufacture aerial vehicles at this time.	*
72	Surface and subsurface water vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Deep Trekker manufactures three models of Remotely Operated Vehicles, the DTG3, PIVOT, and REVOLUTION. Deep Trekker also manufactures a submersible camera system called the DTPod. Deep Trekker also manufactures Pipe Crawlers, including Pipe Trekker A-200, A-150, DT340, DT320. Deep Trekker manufactures submersible utility vehicles, including the DT640 VAC, MAX, and MAG utility crawlers.	*
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	Deep Trekker sells hundreds of options for the robotics listed above, including imaging sonars, acoustic positioning systems, water quality sensors, robotic manipulators, ultrasonic thickness gauges, cathodic protection probes, hydrophones, samplers, reporting software, wheel options, cleaning tools, and many other items.	*
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	Deep Trekker provides virtual and in-person training options to help operators get started with our equipment and be able to confidently complete their missions.	*

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - PRICING - SOURCEWELL.xlsx - Wednesday January 11, 2023 12:10:57
 - [Financial Strength and Stability](#) - Sourcwell Application - Deep Trekker Financial Strength.pdf - Wednesday January 11, 2023 15:26:31
 - [Marketing Plan/Samples](#) - 2022 Sales and Marketing Plan.pdf - Tuesday January 10, 2023 14:54:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Revolution User Manual - version 2.1.pdf - Tuesday January 10, 2023 15:01:45
 - [Standard Transaction Document Samples](#) - Invoice and End User Statement.pdf - Tuesday January 10, 2023 15:27:40
 - [Upload Additional Document](#) - DT CATALOGUE.pdf - Tuesday January 10, 2023 15:28:40

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. - Christianne Stever, Sales Operations Specialist , Deep Trekker Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

