

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Volatus Aerospace USA Corp., 1201 Orange Street, Suite 600, Wilmington, DE 19801 (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 Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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

Volatus Aerospace USA Corp.

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 3/27/2023 | 9:40 AM CDT

DocuSigned by:  
  
 By: C3CDECEC01A1418...  
 Dean Attridge  
 Title: Vice President Solutions Engineering  
 Date: 3/31/2023 | 8:17 AM CDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 3/31/2023 | 8:25 AM CDT

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

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## Vendor Details

Company Name: Volatus Aerospace USA Corp.  
Address: 307 Oneida Way  
Milford, PA 18337  
Contact: Illia Kotov  
Email: illia.kotov@volatusaerospace.com  
Phone: 847-264-0764  
HST#: 87-4677217

## Submission Details

Created On: Wednesday December 07, 2022 17:04:29  
Submitted On: Thursday January 12, 2023 16:24:01  
Submitted By: Illia Kotov  
Email: illia.kotov@volatusaerospace.com  
Transaction #: 6599205d-1e36-4aab-bb86-f080943ae455  
Submitter's IP Address: 73.45.80.156

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## 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")	Volatus Aerospace USA Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Volatus Aerospace USA Corp. Volatus Aerospace Corp (Canada) Empire Drone ConnexiCore
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Volatus Aerospace USA Corp. Volatus Aerospace Corp (Canada) Empire Drone ConnexiCore
4	Provide your CAGE code or Unique Entity Identifier (SAM):	91SV8
5	Proposer Physical Address:	307 Oneida Way, Milford, PA, 18337
6	Proposer website address (or addresses):	volatusaerospace.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):	Dean Attridge Vice President, Solutions Engineering  114 Kapok Cres, Royal Palm Beach, FL, 33411  dean.attridge@volatusaerospace.com 702-755-9825
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Illia Kotov Manager, Bids, Tenders & Sales Administration  1633 River St., Apt 4F, Des Plaines, IL, 60016  illia.kotov@volatusaerospace.com 847-264-0764
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Reford Business Development Manager  7470 East Burnside Street, Portland, OR 97215  jamie.reford@volatusaerospace.com 503-915-1172

**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>Volatus Aerospace Corp. is a publicly traded company (TSXV: VOL) (OTCQB: VLTF) headquartered in Canada with US, UK, and Peru offices. Volatus is a leading provider of integrated drone solutions throughout North America and growing in Latin America and globally.</p> <p>Founded in 2019, Volatus Group now consists of more than 15 companies that serve civil, public safety, and defense markets with imaging and inspection, security and surveillance, equipment sales and support, training, as well as R&amp;D, design, and manufacturing.</p> <p>Through our subsidiary, Volatus Aviation, we are introducing green and innovative drone solutions to supplement and replace traditional aircraft and helicopters for long-linear inspections such as pipeline, energy, rail, and cargo services. Volatus is committed to carbon neutrality; the fostering of a safe, equitable, and inclusive workplace; and responsible governance.</p> <p>Volatus's mission is to capture 5% of the global drone market within 5 years.</p>	*
11	What are your company's expectations in the event of an award?	<p>The opportunity provided by Sourcewell fits perfectly into the company's development plan and vision for the following years.</p> <p>In the event of a nomination, the company undertakes not only to serve as an efficient, versatile, and trustworthy vendor but strives to become an indispensable partner for all related to drone ventures for Sourcewell across North America, leveraging its sales, marketing, and solution engineering teams' extensive experience.</p> <p>In the event of getting the award, Volatus's ultimate goal will be to become Sourcewell's one-stop and turn-key solution for any drone-related request.</p>	*
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Volatus Aerospace Corp. (TSXV: VOL) (OTCQB: VLTF) ("Volatus" or "the Company"), is a public trade company meaning that all our finances are publicly available. Recently, we announced financial results for the quarter ending September 30, 2022 ("Q3 2022").</p> <p>The Company generated revenue of \$22,558,010 in the first nine months of 2022. The third quarter of drone services, also known as data as a service, witnessed a growth of 16%.</p> <p>Revenue for Q3 2022 was \$11,120,589 an increase of 68% over the previous quarter and a 238% increase over the same quarter in the prior year. The revenue increase in Q3 2022 was driven by organic growth, scale in drone services activities, and increased aviation revenue.</p> <p>Gross profit for Q3 2022 was \$3,329,444 an increase of \$2,597,024 over the same period in 2021. The increase in gross profit was due to the scale of drone services and aviation revenue.</p> <p>The Company has experienced a gross margin of 30%, representing an increase of 127 basis points over the second quarter of 2022.</p> <p>Volatus recorded a comprehensive loss of (\$352,206). This was due to increased investment in human resources in the defense and integrated solutions segments, expansion in the UK, increased share-based payments, and increased advertisement and marketing expenses.</p> <p>The cash on hand as of Sept 30, 2022, was \$6,021,163.</p> <p>In a subsequent event, the Company raised additional cash of \$4,226,772 from the oversubscribed prospectus and private placement offering that closed on Oct 6, 2022.</p>	*
13	What is your US market share for the solutions that you are proposing?	40%	*
14	What is your Canadian market share for the solutions that you are proposing?	60%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>It would not be accurate to squeeze Volatus into any specific category as our company has a significant share of business in all three.</p> <p>Volatus is a leading North American distributor/dealer/reseller. Our Canadian subsidiary, OmniView Tech, is Canada's largest retailer and wholesaler of the best drone and handheld gimbal products. In the US, we are distributing products through our subsidiary company Volatus USA Corp as well as with our newly acquired company - Empire Drone is one of North America's fastest-growing distributors and integrators for unmanned aerial systems.</p> <p>Volatus has a significant share of its business in drone services: drone inspections (LiDAR, transportation &amp; railroad, precision agriculture, public safety and security, energy &amp; utilities, solar, oil and gas pipeline, powerlines, etc.), drone cinematography, drone operations consulting, and training.</p> <p>Volatus also has its proprietary products: Aeroport drone nesting station, Hydra robotic crawler, and Peremoha - a multi-platform hand-launched drone designed under front-line Ukrainian troop requests.</p> <p>Our in-house sales team performs all sales processes in the US and Canada. We use our pilot contractors network (more than 1,200) across North America to perform services in all regions.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Volatus Aerospace Corp. services three core business areas – UAV equipment sales and aftermarket support, training, and drone services. Volatus Aerospace Corp. is the parent company of several subsidiaries, and as such, is responsible for overseeing and maintaining compliance within its internal corporate ecosystem. At the highest level, all Volatus Aerospace and subsidiary employees involved in UAV operations are required to be certified UAV pilots within their operational jurisdiction. Because Volatus Aerospace is a global company, the type of pilot certification required for UAV operations varies by country and/or region. Similarly, all Volatus Aerospace training personnel are required to be certified UAV instructors and/or evaluators within the country in which they work. For example, Transport Canada requires an in-person flight review to be conducted with a Transport Canada-certified flight reviewer before an Advanced RPAS (UAV) Pilot Certificate can be issued to a candidate. All Canadian Volatus Aerospace and subsidiary training staff are certified Transport Canada Flight Reviewers. Volatus Aerospace is also a registered Private Vocational Institute through its subsidiary SkyGate. This PVI certification allows Volatus Aerospace to grant its training customers with officially recognized certificates of completion for our Professional RPAS (UAV) Operational Skills training program. Omniview Tech. is a subsidiary of Volatus Aerospace Corp. They are based in Mississauga, Canada, and are the primary drivers of the Volatus equipment and aftermarket support sales vertical. Omniview Tech and Volatus Aerospace are both approved DJI vendors, and the UAV maintenance and servicing team at Omniview Tech are certified DJI maintenance personnel for all DJI consumer, enterprise, and agriculture products.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	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	Volatus Aerospace is the first company in Canada to receive a Beyond Visual Line of Sight (BVLOS) Special Flight Operations Certificate (SFOC), which allows drone operations without a visual observer.  This certification, awarded by Transport Canada, a federal institution responsible for transportation policies and programs, allows Volatus Aerospace to begin scaling its unmanned aerial vehicle (UAV) operations and conduct BVLOS training across several locations in Canada.
20	What percentage of your sales are to the governmental sector in the past three years	55%
21	What percentage of your sales are to the education sector in the past three years	15%
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?	None
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?	None

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Waste Connections Canada	Chris Visser	905-532-7554
Covia Corp	Michael Tuters	705-243-7253
Public Services and Procurement Canada	Todd McCabe	343-998-8380

**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 *
Research Manitoba	Education	MB - Manitoba	The Company's SEAR program is designed to partner high school students with industry to research unique alternatives to solving relevant community sustainability issues. For the two projects in Manitoba, Volatus will provide drones equipped with remote sensors to gather aerial data in targeted areas and apply machine learning analytics tools to identify the possible presence of Dutch Elm disease—a significant threat to the health of their urban tree canopy—and crop disease in specific crop varieties local to the region such as canola, lentils, and wheat.	\$500,000 CAD	The grant was received just recently, December 13 2022
Ontario Ministry of Finance	Government	ON - Ontario	Map and analyze tobacco crop area totals to ensure licensing compliance for all Ontario tobacco growers	\$356,625 CAD	\$118,875 paid for contract year 1 in 2022.. Outstanding balance to be paid in contract years 2 and 3.
United States Army Corps of Engineers	Government	Washington - WA	Ascent Spirit Drones	\$108,813 USD	\$108,813 USD
University of Wisconsin-Stevens Point	Education	Wisconsin - WI	DJI Drones and equipment	\$ 57,514.00 USD	\$ 57,514.00 USD
Public Services and Procurement Canada	Government	QC - Quebec	DJI Drones, equipment and training	\$ 72,350 CAD	\$ 72,350 CAD

**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.	We have a widespread sales force divided into our three main business pillars: drone services, drone distribution/reselling/ integration/training, and solution engineering.  Overall we have more than 30 people directly involved in sales in both USA and Canada.
27	Dealer network or other distribution methods.	We are an exclusive distributor for a number of OEMs and resellers for many more. Totally, we have around different 40 products.
28	Service force.	We have a dedicated team of trainers and customer support specialists, 20+ people
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Everything is handled within the Volatus group of companies.
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.	Volatus assigns a dedicated project manager to every contract to support the end user on a 24/7 basis. The project is responsible for facilitating any request from the end user to efficiently coordinate the efforts to provide and fulfill stated goals and commitments.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Volatus US branch is one of the most promising and prioritized areas for business development of our business. With our subsidiary companies, ConnexiCore and Empire Drone, in-house team members, and drone instructors from the East to the West coast, Volatus is well-positioned to provide services and products across all regions of the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Volatus Aerospace was founded and headquartered in Canada. With a number of subsidiaries across the country, all related to the drone business, Volatus is a recognizable leader in drone distribution and services in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Volatus is well positioned to serve the contracts across all regions of the US and Canada
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.	We are an international company with offices in US, Canada, Europe and LATAM. We can support Alaska directly from Canada. We can deliver the products and services to Hawaii and US territories, however, we don't have local support staff there. We regularly partner with local companies to support the contract we win. Travel of our in-house staff is also an option.

**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.	We have a dedicated marketing team that will coordinate their efforts in promoting the contract using all available channels, primarily social media, and podcasts.  Please see attached files representing samples of our press releases in the document upload section.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We primarily use social media (LinkedIn, Twitter, and Facebook) to build brand awareness. We post updates and news there regularly.  Our marketing team uploads press releases, news, quarterly company reviews, new hires, achievements, new contracts, etc.  Volatus will coordinate its marketing activities with Sourcwell to solidify its positioning and promotion to enhance marketing effectiveness.
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?	We would be happy to unite our marketing power to promote the contracts arising from the RFP. In cooperation with our marketing team, our dedicated account manager will agree on marketing efforts with Sourcwell to boost awareness when and if needed.  We will promote the contracts with (but not limited to) social media posts, podcasts ( <a href="https://www.400feetstories.com/">https://www.400feetstories.com/</a> ), white papers, and case studies.
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.	N/A

**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>40.1 Product/Equipment</p> <p>Volatus Aerospace has an extensive range of UAV platforms and associated payloads. We group these products into six broad categories – Consumer, Enterprise, Military/Government, Agriculture, Special Purpose, and Cargo/Heavy Lift. An overview of all products and equipment included within each category is listed below. Please refer to the “Pricing” document that we have included with this submission for further information. Also note that all replacement and supporting accessories and parts such as batteries and chargers for the UAV platforms listed below are also available and in stock.</p> <p>Consumer UAV Platforms</p> <p>Autel EVO NANO+</p> <ul style="list-style-type: none"> <li>- Autel Robotics EVO Nano+ mini drone features a foldable and compact body weighing only 249g, with a 1/1.28- inch(0.8-inch) CMOS sensor for 50MP photos and Ultra HD 4K HDR video @30fps.</li> <li>- An RYYB color filter array design with a large aperture of f/1.9 offers superior noise reduction capabilities and the power to effortlessly produce quality images in low-light conditions.</li> </ul> <p>Autel EVO LITE+</p> <ul style="list-style-type: none"> <li>- The Autel EVO Lite+ Drone is specially equipped with an intelligent moonlight algorithm, which works with the 20MP camera and 1" CMOS sensor to capture vibrant nighttime details, even at high ISOs The Autel EVO Lite+ Drone is specially equipped with an intelligent moonlight algorithm that can capture crisp, vibrant details at night with low noise — even when the ISO is cranked up high.</li> <li>- Adjust the aperture between f/2.8 to f/11. The Lite+ can also automatically balance overexposure and underexposure, ensuring your images and videos remain clear.</li> </ul> <p>Autel EVO II Pro 6k v3</p> <ul style="list-style-type: none"> <li>- Autel Robotics EVO II Pro V3 comes with Sony's new 20 megapixel 1 inch CMOS image sensor, the EVO II Pro V3 supports up to 6K video resolution with greater dynamic range, stronger noise suppression, higher frame rates. The lens's adjustable aperture range of f2.8 to f11 and a maximum ISO of 44000 enables the photographer to enhance their control and creative freedom. Autel EVO II Pro V3 drone returns to home automatically without GPS signal at high altitude.</li> <li>- RTK Compatible model available</li> </ul> <p>DJI FPV</p> <ul style="list-style-type: none"> <li>- DJI FPV supports auto-switching between 2.4 and 5.8GHz frequencies and provides a</li> </ul>

video transmission bitrate of up to 50 Mbps, [8] significantly reducing stutter and compression artifacts. High-gain antennas on the aircraft include three transmitters and four receivers to enhance signal, resulting in a stable, reliable video feed.

#### DJI Avata

- When you combine the DJI Avata Drone with the goggles and motion controller, flight becomes accessible to all. [1] Experience the thrill of total immersion with unrivaled safety and control. Embrace your spontaneity and capture the world around you. Some of us were Born to Fly.

- With the DJI Motion Controller, intuitive flight is in your hands. Squeeze the trigger and bolt forward or turn a corner with the swivel of your wrist. The controls are easy to use and provide a totally unique way to fly.

#### DJI Mini 3 Pro

- The mini-sized, mega-capable DJI Mini 3 Pro is just as powerful as it is portable. Weighing less than 249 g and with upgraded safety features, it's not only regulation-friendly, it's also the safest in its series. With a 1/1.3-inch sensor and top-tier features, it redefines what it means to fly Mini.

- Intelligent Flight Battery Plus offers capability for up to 47 minutes of flight.

- Fly with confidence as you navigate the skies. DJI Mini 3 Pro is fully upgraded to support active obstacle sensing and stable video transmission.

#### DJI Mavic Air 2S

- Featuring a 1-inch CMOS sensor, powerful autonomous functions, and a compact body weighing less than 600 g, DJI Air 2S is the ultimate drone for creators on the move. Take this all-in- one aerial powerhouse along anywhere to experience and record your world in stunning detail.

- Shoot RAW format photos with a dynamic range of up to 12.6 stops to capture more visual information in every scene, even when lighting conditions are bad or complex. This provides more flexibility in post- processing, giving creators more possibilities to get the look they want.

#### DJI Mavic 3

- Capture legendary content with a 4/3 CMOS Hasselblad camera and enjoy smooth flight with omnidirectional obstacle sensing. Every upgrade on DJI Mavic 3 Pro sets a new benchmark for what aerial photography can be. Fly with a Mavic 3 drone and discover imaging above everything.

#### Enterprise UAV Platforms

##### Aerial Robotics GT20/GT25 GyroTrak

- GT20/ GT25 Gyrotrak is Aerial Robotics' super versatile Workhorse.

- A disruptive gyro/helicopter hybrid UAV solution advancing flight time, payload, range and speed over other systems.

- GT20/ GT25 is built for BVLOS with manned aviation in mind.

- Its unique system inherent safety, night flight and all-weather capability allow for a wide range of applications and ensure a high level of operational readiness.

- GT20 Max Payload: 6kg

- GT25 Max Payload: 9kg

- IP65 ingress Protection

- Certified Autopilot DO178C/ED12, DO254

- Simulator Available.

##### ATMOS Marilyn Cobalt UAV

- GT20/ GT25 Gyrotrak is Aerial Robotics' super versatile Workhorse.

- A disruptive gyro/helicopter hybrid UAV solution advancing flight time, payload, range and speed over other systems.

- GT20/ GT25 is built for BVLOS with manned aviation in mind.

- Its unique system inherent safety, night flight and all-weather capability allow for a wide range of applications and ensure a high level of operational readiness.

- GT20 Max Payload: 6kg

- GT25 Max Payload: 9kg

- IP65 ingress Protection

- Certified Autopilot DO178C/ED12, DO254

- Simulator Available.

##### Autel EVO II Dual 640t v3

- Autel EVO 2 Dual 640T thermal drone is an industry-first drone combining infrared imaging camera with 8K video camera. With thermal resolution up to 640x512 and an 8k sensor EVO 2 becomes a workhorse. First responders, contractors, and business owners finally have a compact and portable tool that gives them the data they have been asking for.

- RTK Compatible model available

##### DJI Mavic 3 Enterprise/ Thermal

- The DJI Mavic 3 Enterprise Series redefines industry standards for small commercial drones. With a mechanical shutter, a 56× zoom camera, and an RTK module for centimeter-level precision, the Mavic 3E brings mapping and mission efficiency to new heights.

- A thermal version is available for firefighting, search and rescue, inspection, and night operations.

- Mavic 3T's thermal camera has 640 × 512 resolution and supports point and area temperature measurement, high- temperature alerts, color palettes, and isotherms to help you find your targets and make quick decisions.

- Both Mavic 3E and Mavic 3T are equipped with a 12MP Zoom Camera, supporting up to 56× Max Hybrid Zoom to see essential details from afar.

#### Parachure Recovery Systems for the DJI Mavic 3

- The PRS-MAVIC is a simple plug-and-play design. The commercial operators using the product will have comfort knowing that the system includes a Flight Termination System and that they do not have to send their drone away for several weeks for Flight Termination System installation. Moreover, the PRS-MAVIC is deployed with a field-replaceable spring design.

#### DJI Matrice 300 RTK

- The Matrice 300 was inspired by modern aviation systems and designed for industrial and commercial applications. This DJI drone comes with new features and advanced AI capabilities that make it an integral tool for a wide variety of applications. The Matrice 300 can help you conduct better surveillance missions and smart inspections than any other commercial drone on the market.

- Each mission is unique. Whether you're using a drone for reconnaissance, surveillance, or firefighting, you need a payload that is appropriate for the mission. You can configure the DJI M300 RTK with multiple payloads at once in order to complete your mission. The Matrice 300 can mount up to 3 payloads simultaneously with a maximum capacity of 2.7 kg.

#### DJI Zenmuse P1 for the DJI M300 RTK

- The Zenmuse P1 integrates a full-frame sensor with interchangeable fixed-focus lenses on a 3-axis stabilized gimbal. Designed for photogrammetry flight missions, it takes efficiency and accuracy to a whole new level. The new benchmark for aerial surveying.

#### DJI Zenmuse L1 for the DJI M300 RTK

- The Zenmuse L1 integrates a Livox Lidar module, a high-accuracy IMU, and a camera with a 1-inch CMOS on a 3-axis stabilized gimbal. When used with Matrice 300 RTK and DJI Terra, the L1 forms a complete solution that gives you real-time 3D data throughout the day, efficiently capturing the details of complex structures and delivering highly accurate reconstructed models.

#### DJI Zenmuse H20T for the DJI M300 RTK

- This is the first hybrid multi-sensor payloads that brings a whole new meaning to mission efficiency. The unique intelligence and integrated design provide unprecedented aerial imaging capabilities for a range of commercial drone applications.

#### DJI Zenmuse H20N for the DJI M300 RTK

- The Zenmuse H20N integrates starlight sensors into its zoom and wide-angle cameras. Pair this with dual zoom thermal cameras and a laser rangefinder, and you have a versatile hybrid payload that rises to the occasion.

#### AVSS Parachure System for the DJI M300 RTK

- The PRS-M300 has been designed to easily integrate with the DJI Matrice 300 RTK. The attachment bracket secures the PRS without interfering with sensitive GPS modules and ensures take-off with various payload combinations. The system includes an electronic module to power the Parachute Pod™ and flight termination system. The onboard system comes equipped with an automatic triggering device to deploy the parachute. An independent remote for manually deploying the parachute gives you constant control over your operations.

#### Balko Tech E-One LiDAR

- World's first modular LiDAR system. Transform your LiDAR system by quickly swapping out lasers, inertial platforms and cameras to adapt to the data resolution and precision specifications required by different projects without having to recalibrate the system. This sensor can be used with a camera alone for direct georeferencing (photogrammetry), or synchronized with a laser to obtain a colorized LiDAR point cloud in real time.

#### DJI M30/M30T

- While the DJI Matrice 300 RTK remains the undisputed king when it comes to payload versatility, the M30 series is a portable solution offering high-performance specs and plenty of new, exciting features for enterprise users - setting itself apart from the rest of the pack in the commercial drone space.

- To maintain a high level of image quality, the regular M30 (without the "T") comes with a 48 MP Zoom camera and a 12 MP Wide camera, as well as a hybrid visual and laser rangefinder payload. Both cameras have 1 inch CMOS sensors and can record 4K footage at 30 frames per second. Both versions have an upgraded FPV camera that provides more information in low light circumstances, allowing pilots to see the horizon during night flights.

- Matrice 30T has all the above, as well as a thermal video resolution of 640\*512@30Hz and a temperature measurement precision of 2°C. The Radiometric thermal sensor at play here means that your team can take highly accurate, per-pixel thermal data for later review - critical for inspecting equipment. It's thermal imaging capabilities allow this aircraft to excel even in low-light conditions.

#### Full Throttle Aerial Cetan

- This sUAS platform has been uniquely configured to provide superior performance and efficiency greater than that of any other sUAS system on the market today. The four motor system is powerful enough to lift the most advanced payloads on the market today while maintaining a

- 4.3:1 power-to -weight ratio at

- MTOW.

- With an AES 256 encryption, the aircraft,data, and its systems are 100% secure.

- Tether system compatible.

- Open-Source Operating system for complete customizability.

#### Hybrid Project Supervolo 4

- Designed and manufactured by Hybrid Project in Tennessee, the SuperVolo 4 is

durable, long range, vertical take-off and landing (VTOL) UAS designed and engineered for simplified deployment and ease of use.

- A hybrid gas/electric powerplant with on-board charging and power generation system ensures batteries are always fully charged. Only a quick refuel is required between missions and the aircraft is ready for the next flight. No elaborate ground support systems required.
- The modular airframe allows for diverse payload configurations and cost-effective maintenance.
- SuperVolo 4 fits into a 48"x20"x17" Hard case to allow it to be checked onto commercial flights, as well as saves space in vehicles for tactical needs.

#### Teledyne-FLIR SIRAS

- SIRAS is an affordable, easy-to-fly, IP54-rated professional drone with an interchangeable payload system for industrial and utilities inspection, firefighting, law enforcement, and search and rescue missions. With front collision avoidance, hot swappable batteries, a 31-minute flight time, and no restrictive geofencing, professional UAV pilots can fly safely when and where the mission demands.
- Designed for data security, SIRAS stores imagery on an onboard microSD card and does not include cloud connection capability.

#### Military/Government UAV Platforms

##### Aerovel FlexRotor

- US Designed and built drone.
- Military Design Specifications.
- Advanced cameras and sensors able to be fitted along with additional payloads.
- Vertical Take Off & Long Endurance.
- Compact Logistical Footprint.
- Rapid Deployment.

##### Ascent Aerosystems Spirit

- Spirit is a rugged, all-weather, dependable, high-performance UAV designed & built in the USA.
- Able to fit into a backpack.
- Military Spec equipment.
- Modular Sensor and battery configurations.
- Blue UAS 2.0 Certified

##### UAVTek BUG

- Can be deployed within seconds via hand (stationary/thrown), ground or vehicle and can be safely recovered by hand
- Smallest UAV we provide weighing only 250grams with the ability to carry payloads
- Deployable for non-stop flight missions of up to 25 minutes, flying at speeds of up to 80 kph (22m/s) with a maximum transmission distance of 2km+ (5.8Ghz)
- Capable of flying in windspeeds of up to 35 knots (45 knots gusting)
- No disruption, especially in an urban environment

##### UAVTek ARES

- Can be deployed within seconds via hand, ground or vehicle and can be safely recovered by hand
- Compact and easily portable the Ares is designed to be strapped onto the outside of a tactical equipment pack, preserving space and making it easily accessible
- Deployable for non-stop flight missions of up to 40 minutes, flying at speeds of up to 120 kph (33m/s) with a maximum transmission distance of 3km+ (5.8Ghz)
- Capable of flying in windspeeds of up to 35 knots (45 knots gusting)
- No disruption, especially in an urban environment

##### Volatus Peremoha

- Designed in accordance with front-line Ukrainian troop requests, we present a flexible, easily maintained drone, able to fulfil a multitude of roles.
- A multi-role platform, Peremoha has been designed as a hand launched, low cost, long endurance aircraft able to be adapted to a multitude of missions.
- The base aircraft can be equipped with a variety different payload kits to give true flexibility. Surveillance, Fire Control, Logistics or Electronic Warfare, all from the same platform flown with the same controller.
- All aircraft come with a belly mounted servo system design which allows for retraction of camera or sensor for landing.

#### Agriculture UAV Platforms

##### Airial Robotics AT25 AgriTrak

- Based on Airial Robotics' Multi Functional Heavy Lift Platform, the AT25 is an agricultural workhorse spraying up to 16 liters of liquid in a single rotor optimized spray pattern for maximum spray dispersion.
- Multispectral Camera Options

##### DJI Agras T10/T30/T40

- DJI Agras T10 brings a highly compact- yet-powerful aerial solution to agriculture sites of all sizes and needs. An 8-Liter tank and spray width of up to 5 meters allow the aircraft to cover up to 15 acres/hour. Its folding truss structure is sturdy and reliable, enabling efficient folding and unfolding, convenient transportation, and easy transitions.
- DJI Agras T30 takes aerial spraying efficiency to new heights. A revolutionary transforming body enables more effective spraying, especially for fruit trees. Using DJI digital agriculture solutions, the T30 helps reduce fertilizer use and increase yield with effective, data-driven best practices.
- DJI Agras T40 is equipped with the revolutionary Coaxial Twin Rotor design, enabling

it to carry a spray load of 40 kg[1]and a spread load of 50 kg (70 L). The aircraft is built in with a Dual Atomized Spraying System, DJI Terra, Active Phased array Radar and Binocular Vision. It supports multiple missions from surveying, mapping, to spraying and spreading, helping you achieve ultimate precision in your agricultural operations.

#### DJI Mavic 3 Multispectral

- Newly upgraded imaging system with one 20MP RGB camera and four 5MP multispectral cameras (green, red, red edge, and near infrared). Enables applications such as high-precision aerial surveying, crop growth monitoring, and natural resource surveys.
- 1st Camera - Near-infrared (NIR) 860 nm
- ± 26 nm
- 2nd Camera - Red edge (RE) 730 nm ± 16 nm
- 3rd Camera - Red (R) 650 nm ± 16 nm 4th Camera - Green (G) 560 nm ± 16 nm
- Mavic 3M with RTK module for centimeter-level positioning. Flight control, the camera, and the RTK module sync in microseconds to accurately capture the location of each camera's imaging center. This enables Mavic 3M to do high-precision aerial surveying without using ground control points.

#### Special Purpose UAV/ROV Platforms

##### Chasing CM600 Pool Cleaner

- CHASING CM600 Robotic Pool Cleaner is an automatic robotic cleaner developed by CHASING for all pool shapes.
- Sparing the trouble of drainage, CHASING CM600 enables you to easily address various challenges in underwater cleaning through intelligent control via its app.

##### Chasing Gladius Mini/Mini S ROV

- GLADIUS MINI S is a portable, easy- to-use, and reliable consumer-grade underwater drone that can be used for underwater creative photography, diving explorations, and safety inspections. It is easy to operate and carry, and has a compact aluminum alloy body design.
- GLADIUS MINI S underwater drone supports the mounting of a grabber claw, sports cameras, and more. More ways to play, more fun.

##### Chasing M2 ROV

- CHASING M2 is a professional underwater ROV/Drone designed for professional users and industrial applications. M2 allows omni movement in all directions, and has a more powerful mount extension system to meet the needs of multi-professional scenarios.
- M2 has 8 Vectored Thrusters layout which allows OMNI movement in all directions. The aluminum alloy compact body allows single person operation and quick-deployment in 3 minutes.

##### Chasing M2 Pro ROV

- CHASING M2 PRO is a light industrial underwater ROV designed for professional users and industrial applications. It works with various power supply and has stronger powered motors. The drone can be mounted more so as to greatly meet the needs of various scenarios.
- CHASING M2 PRO has 8 vectored thrusters layout which allows OMNI movement in all directions. Under any posture, the depth can be set with one key, which can ensure the drone to accurately hover to achieve any perspective shooting, observation and operation needs of any angle of view.

##### Chasing M2 Pro Max ROV

- CHASING M2 PRO MAX is an industrial-grade ROV, which is designed for government and enterprise users and adopts a new generation accessory mounting mode, a new generation accessory quick assembly and disassembly technology, a new generation shorebase power supply system and a new generation floodlight design, so as to provide industrial customers with more user- friendly, more professional and more reliable underwater ROV solutions.
- CHASING M2 PRO MAX integrates 5 accessories ports, which simplifies the installation process of multiple accessories, supports more than 20 kinds of accessories independently developed by CHASING and third-party accessories, and can mount up to 5 accessories at the same time.
- CHASING shorebase power supply system (C-SPSS) adopts battery compartment design, which makes the installation easier. The output power is increased to 1,500W, ensuring that the ROV can continuously work at full power without an outage.

##### QYSEA FIFISH V6/V6S ROV

- With all-directional freedom of movement and a compact design, the FIFISH V6 underwater drone delivers a revolutionary point of view for explorations, underwater photography, and industrial ROV inspections.
- V6 Model includes 97 Wh Battery.
- V6S Includes 156 Wh battery, Robotic Arm Module, and compatibility with 200M Power Tether for extended operation.
- 4k Camera with 4000 Lumen Light and 64gb SD Card compatibility.

##### QYSEA FIFISH V6 Expert ROV

- FIFISH V6 EXPERT is a professional- class underwater robot and multi- capable tool for enhancing your underwater missions and operations. The V6 EXPERT can be equipped with an onshore power supply system that delivers optimal diving performance and operating time.
- Includes 156 Wh battery.
- 4k Camera with 6000 Lumen Light and 128gb SD Card compatibility.

- Compatible with wide range of optional inspection tools and sensors .
- QYSEA FIFISH Pro V6 Plus ROV
- FIFISH PRO V6 PLUS is an expert in advanced underwater solutions. With a diving depth of 150 meters and the all- new integration of our innovative Q- motor stabilization system, elevate the efficiency and effectiveness of your underwater operations.
  - Includes 156 Wh battery.
  - 4k Camera with 6000 Lumen Light and 128gb SD Card compatibility.
  - Compatible with wide range of optional inspection tools and sensors.

#### QYSEA FIFISH Pro W6 ROV

- FIFISH PRO W6 is an industrial-class ROV platform, equipped with an all-new powerful and patented Q-Motor system, a diving depth of 350 meters, powerful operating features and tools, as well as intelligent stabilization systems against strong currents. The W6 uses an innovative modular design and interface that enables seamless attachments, replacements, and removal of parts and accessories for a range of industrial underwater applications. Operate with power, precision, and efficiency.
- 5 Q-IF Interface Ports for Multi-Tool Integration
- Dual 4k Camera with 12000 Lumen Light and 128gb SD Card compatibility.
- Compatible with wide range of optional inspection tools and sensors.

#### Volatus Hydra Rover

- The Hydra is a fully modular, customizable robotic crawler capable of handling all types of dangerous and challenging situations. It was developed with safety at its forefront to ensure the well-being of your team members, even in the toughest of conditions.
- Dual screen remote
- Wear resistant all terrain treads
- Up to 8 programmable custom functions
- Wide range of payloads

#### Elistair SAFE-T 2.2 Drone Tether

- Patented Dynamic Voltage Optimization (DVO) technology greatly improves the linear performance of the micro-tether, without compromising safety (low voltage directive).
- With our wide range of modules, the safe-T is compatible with many 6S or 12S drones and offers 100 m (330 feet) high flight capability as well as secured high Speed data transfer.
- 120-230 VAC Input

#### Cargo/Heavy Lift UAV Platforms

##### Airial Robotics CT30 CargoTrak

- Airial Robotics' heavy lift CT30 Cargotrak has a massive 2.65m diameter rotor allowing it to remain stable in heavy winds and extremely high elevations while carrying up to 10kg of payload.
- The drone is able to carry cargo as well as large sensors.
- Equipped with multi redundancies, among them positioning system, autopilot, main motor and multi communication options including backup satcom as well as its ability to perform an automatic emergency landing in autorotation make this system extremely safe and reliant.
- Its IP65 rating and night flight ability ensure a high level of operational readiness.

##### Airial Robotics MFP25 MultiTrak

- Airial Robotics' multifunctional heavy lift UAV Platform has a massive 2.65m diameter rotor allowing it to remain stable in heavy winds and extremely high elevations while carrying up to 10kg of payload.
- Our heavy lift drone platform is suitable for moving agricultural equipment such as crop-dusting tank and sprayers, or to carry large sensors such as heavy cameras or scanners.
- Flights may even take up to 30 min. with drone safety technologies like redundant main motors (if one fails, the aircraft can still land safely), automatic return to home, and a fully automatic drone ground station for comprehensive flight planning are included.

#### 40.2 Maintenance

Volatus Aerospace is fully equipped with the personnel, parts supply chain, and certifications required to service and maintain all of the UAV solutions that we sell through a combined internal maintenance program and, where applicable, maintenance agreements with our OEMs. Volatus Aerospace always defers to the OEM warranty maintenance Terms and Conditions for all products that we sell.

Where Volatus has OEM approval and certification to perform equipment maintenance and servicing for our customers, we will do so utilizing our in-house resources.

Otherwise, the Volatus aftermarket support team will coordinate all maintenance and repairs to be performed directly by our OEMs on behalf of our customers.

Volatus Aerospace also defers to OEM warranties when determining maintenance and repair costs. All maintenance and repairs that are covered under OEM warranty are performed in accordance with the repair/replacement terms and conditions defined by each OEM.

For maintenance and repairs that fall outside of the scope of an OEM warranty, the Volatus Aerospace maintenance team will provide maintenance and repair pricing on a per-case basis. This is due to the specific maintenance requirements and specified turn-around times for each instance.

Volatus Aerospace is committed to maintaining the operational capabilities of our essential services clients at all times. For first responders, police, fire, and emergency services

clients, we will provide temporary replacement equipment when possible free of charge (shipping and handling costs not included) while a client's equipment is being serviced.

#### 40.3 Operator Training Programs

Volatus Aerospace has an extensive curriculum designed to enhance UAV pilot safety, regulatory compliance, operational knowledge, practical pilot skills, and specialized UAV applications. We divide our training products into three broad categories – pilot certification, equipment, and specialization.

#### Free Resources

We make the following UAV pilot certification resources available free of charge to our clients:

- Basic RPAS Pilot Certificate Workbook (Canada)
- Advanced RPAS Pilot Certificate Study Guide (Canada)
- Part 107 Study Guide (United States)

In addition, we have online product orientation and training modules available for the UAVs and associated payloads that we sell. We make all self-paced online product orientation and training modules free for all clients who purchase a corresponding product.

#### Paid Training Products

All pricing is listed per student unless otherwise stated. Please refer to Table 11.57 for all product category discounts applicable to Volatus Aerospace training products. The training programs included below are listed at their full price. All travel and accommodation for the delivery of in-person training is not included in the pricing listed below.

#### Pilot Certification

For clients operating in Canada, we have the following paid pilot certification training programs available:

- Advanced RPAS Exam Prep course (online self-paced) \$195 CAD/\$146 USD
- Advanced RPAS Pre-Flight Review Pilot Training (in-person) \$295 CAD/\$221 USD
- Advanced RPAS Flight Review (in-person) \$245 CAD/\$184 USD
- Advanced RPAS License Bundle w/ online course, flight training, and flight review (hybrid) \$650 CAD/\$487USD

For clients operating in the United States, we have the following paid pilot certification training program available:

- Volatus Professional Part 107 Pilot Training course (online self-paced with optional live weekly webinars) \$350 USD/\$468 CAD

\*This course is free to all US military veterans

We generally require our students to pursue and obtain the highest level of pilot certification available for their operating jurisdictions in both Canada and the United States.

#### Equipment

To maintain the highest standard of internal operational safety and compliance, Volatus Aerospace has developed comprehensive equipment-specific training modules for all of the equipment used by our field operations teams. These equipment-specific training modules are comprised of a combination of content developed by Volatus Aerospace and content that has been provided by our affiliate OEMs.

Equipment-specific training modules are accessible to Volatus Aerospace clients. Currently, we have equipment-specific training content available for our entire enterprise product line. Please refer to the "40.1 Product" section of this response for information on our Enterprise UAV products.

Enterprise equipment training can be either optional or mandatory, depending on the product in question. The format of equipment-specific training can be online self-paced, live webinar, or in-person sessions depending on whether there are mandatory training requirements for a particular hardware item. This also depends on the requested training format defined by the client.

Note that Volatus Aerospace provides all online self-paced equipment training modules free of charge to all clients who purchase a corresponding equipment item (i.e. the DJI M300 UAV online self-paced training module is free with the purchase of a DJI M300 UAV platform).

In addition to equipment specific training, all clients who purchase UAV products are entitled to a free unboxing and set-up video call with a member of the Volatus Aerospace aftermarket support team.

An unboxing and set-up call paired with access to self-paced equipment-specific online learning modules is deemed sufficient client orientation for enterprise products from the following OEMs:

- DJI
- Autel Robotics

All other enterprise products sold by Volatus Aerospace require mandatory online live equipment training provided by a certified Volatus Aerospace product specialist at an hourly rate of \$200 USD per hour / \$270 CAD per hour.

#### Specialization

This final category of the Volatus Aerospace training product catalogue covers all typical specialized UAV applications, including mapping, inspections, and first responder overwatch. All pricing is listed per student. Again, please refer to Table 11.57 for all product category

		<p>discounts applicable to Volatus Aerospace training products. All travel and accommodation for the delivery of in-person training is not included in the pricing listed below. Volatus Aerospace currently offers the following specialized training solutions:</p> <p>Per person pricing:</p> <ul style="list-style-type: none"> <li>- Photogrammetry Data Acquisition and Processing (2-day webinar or in-person) \$1800 CAD/\$1350 USD.</li> <li>- Pix4D Software Training (1-day webinar or in person) \$1200 CAD/\$900 USD</li> <li>- Intro to Drone LiDAR (1-day webinar or in person) \$1200 CAD/\$900 USD</li> <li>- LiDAR Data Acquisition (2-day webinar or in person) \$1950 CAD/\$1460</li> <li>- Data Acquisition and Processing with the DJI L1 LiDAR (webinar or in person) \$950 CAD/\$712</li> <li>- TerraSolid Software Training (3- day webinar or in person) \$3600 CAD/\$2696USD</li> <li>- Principles of Drone Inspections (2 day in person) \$1200 CAD/\$900 USD</li> <li>- Aerial Cinematography (2 day in person) \$1200 CAD/\$900 USD</li> <li>- Drone Thermal Imaging Category 1 (online self paced) \$2440 CAD/ \$1827 USD</li> <li>- UGCS Software Training (1-day webinar or in person) \$1200 CAD/\$900 USD</li> </ul> <p>Group pricing</p> <ul style="list-style-type: none"> <li>- First Responder Scenario Training (3-day in person) \$5400 CAD/\$4045 USD per group of 6</li> <li>- Custom Training Solutions \$1800 CAD/\$1350 USD daily instructor fee</li> </ul>	
41	Describe any technological advances that your proposed products or services offer.	Our proposed products and services all contribute in a significant way towards the digitization of traditionally analogue workflows for a broad range of industry verticals and applications. Specifically, the automation of data collection for mapping, inspection, and analysis of physical spaces and infrastructure assets through the use of drone technology has contributed to better data, more standardized and efficient field operations, and significantly increased work place safety (no longer required to work at heights, etc.)	*
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>We are establishing a baseline right now for ESG reporting and focusing on greenhouse gas emissions calculations, and creating a path toward carbon neutrality.</p> <p>We are building out Environmental policies that will be deployed across our company as well.</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.	N/A	*
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	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Volatus Aerospace is a unique company in the North American market. Pertaining to this RFP, this is relevant in the context of our sales, services, and support capabilities fulfilling the three category requirements of this RFP.</p> <p>1) UAV Equipment. Volatus is an official distributor and partner for more than 40 types of different products in all business domains: consumer, enterprise, public safety, and defense.</p> <p>2) Services. Volatus Aerospace has a dedicated professional services and field operations division with a diverse skillset (LiDAR, transportation &amp; railroad, precision agriculture, public safety and security, energy &amp; utilities, solar, oil and gas pipeline, powerlines, drone cinematography, drone operations consulting, and training).</p> <p>3) Solutions Engineering. For complex customer requirements, we have a dedicated group of highly skilled drone professionals whose sole job it is to package and optimize any turn-key solution for our clients.</p> <p>Further to this, we are committed to maintaining a consistently well-stocked inventory of UAV equipment for quick order fulfillment.</p> <p>We have an exclusive distribution agreement with Aerial Robotics in North America, exclusive distribution agreement with ATMOS UAV in Canada and regionally in the United States.</p> <p>We also have internal product R&amp;D and manufacturing capabilities for clients with customized requirements. The Volatus Aerospace engineering team has already successfully developed and commercialized the following products: the Aeriport 'Drone in a Box' system and the Hydra ROV. Also able to develop solutions for clients requiring custom payloads for specific applications.</p> <p>Volatus Aerospace has a significant geographic footprint, allowing us to serve all of Canada and the United States for equipment sales, training, and drone services solutions. This is further facilitated by our pilot network of over 1,200 Volatus vetted government certified UAV contract pilots throughout North America.</p> <p>Our Canadian First Nations subsidiary Indigenous Aerospace is focused specifically on building UAV capacity in First Nations communities</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?	Warranty and Maintenance processes are as simple as the end user reaching out to the Project Manager at Volatus Aerospace or Volatus USA and advising them of the issue. Volatus will coordinate and facilitate as necessary, to have defective or damaged units repaired or replaced by the OEM according to their warranty guidelines.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Volatus rigorously adheres to the warranty guidelines outlined by the OEM.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For the products where Volatus is not the OEM, all expenses for warranty repairs are imposed on the OEM.
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?	Volatus rigorously adheres to the OEM's warranty guidelines, including the coverage regions.  Please note that warranty conditions are different with every OEM.
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?	Volatus is an official distributor which means that products bought from Volatus are fully covered with an OEM warranty. All warranty issues are typically passed on to the OEMs for other manufacturers' products.  At the same time, Warranty and Maintenance processes are as simple as the end user reaching out to the Project Manager at Volatus Aerospace or Volatus USA and advising them of the issue. Volatus will coordinate as necessary to have defective or damaged units repaired or replaced.  Volatus proprietary products are fully covered by Volatus warranty.
51	What are your proposed exchange and return programs and policies?	That depends on the specific products and OEM warranty options.
52	Describe any service contract options for the items included in your proposal.	Typically, a standard warranty covers manufacturing defects and issues caused by manufacturing defects as long as the drone is used within the stipulated guidelines. Each drone's component has its warranty period, ranging from 3 to 12 Months.  However, for some products, the coverage can be extended for a specific amount of time for an additional cost e.g. "DJI care refresh."

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Standard payment terms are NET30, however, we are flexible.  We accept most of the payment methods available:  Cash. Checks. Debit cards. Credit cards. Mobile payments. Electronic bank transfers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	We can provide leasing and financing options for educational and governmental entities. The details of such agreements and the subject of negotiation, but we have a positive experience with leasing and financing programs in Canada and the United States.
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.	Volatus uses standard practices and procedures with quotes, sales orders, and invoices.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card for invoices total amounts below \$10,000

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Volatus Aerospace will provide a product category discount for all training solutions included in this RFP when bundled with an equipment sale. Training product categories are defined as online self-paced, live webinar, and live in-person.

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Discounts for each training product category will be applied as follows:</p> <p>Online Self-Paced</p> <ul style="list-style-type: none"> <li>• 100% discount on online training specific to the purchased equipment item (e.g. if a customer purchases a UAV system, the Volatus Aerospace online training module for that system will be included free of charge with the equipment purchase).</li> <li>• 50% discount on all pilot certification courses when bundled with an equipment purchase totaling more than \$500 USD.</li> </ul> <p>* Note that when paired with additional in-person flight training and/or a flight review, this discount applies to the online self-paced portion of the training solution only.</p> <ul style="list-style-type: none"> <li>• 25% discount on all other self-paced online training solutions when bundled with an equipment purchase totaling more than \$1500 USD.</li> <li>• Online self-paced certification modules provided free to charge to clients who reserve specialized in-person training sessions. This is done in order to establish a clear baseline of pilot knowledge prior to students arriving at an in-person training session.</li> </ul> <p>Live Webinar</p> <ul style="list-style-type: none"> <li>• 25% discounts on all live webinar training sessions with an equipment purchase of \$2000 USD or more.</li> </ul> <p>Live In-Person</p> <ul style="list-style-type: none"> <li>• 20% discounts on all live in-person training for all specialized course modules (i.e. photogrammetry, lidar, aerial inspection, etc.). Note that this discount does not apply to mandatory in-person equipment training.</li> </ul>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are undoubtedly available. However, due to our massive product catalog, the precise discount should be calculated on per project basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Volatus can promptly respond to any quotation request, which is, in our view, the most efficient way of getting up-to-date pricing awareness.</p> <p>Prices for other manufacturers' products can change over time; we are trying to keep our margin at 20% room. However, we are happy to discount the prices whenever possible (products end of life, permission from the OEM, negotiations with the OEM, etc.)</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Volatus Aerospace requires mandatory online and/or in person training for all listed enterprise UAV platforms that are not supplied DJI or Autel Robotics products.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All ground shipping across the United States is free of charge (except for Hawaii and the US territories).</p> <p>All ground shipping in Canada is free of charge.</p> <p>Expedited shipping costs (e.g. airfreight) are determined on a per order basis and are charged to the customer.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>We can support Alaska from Canada. Ground shipping is free of charge.</p> <p>We will arrange delivery to Hawaii, the US territories, or any offshore delivery in accordance with client preference (Incoterms sea, air, etc.). However, the price will be calculated according to shipping rates provided by the shipping company.</p>	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>As a distributor, Volatus does not always have enough flexibility to offer discounts on the proposed hardware, as sometimes the prices are strictly regulated by the OEM.</p> <p>We can, however, leverage a better proposal for all services-related requests: training, certifications, imaging and inspection, security and surveillance, etc.</p> <p>We can also propose better prices for the products developed by Volatus, the products where we have exclusive partnerships, such as Aerial Robotics, or where the OEM of the offered products have more flexibility, e.g., Ascent Aerosystems.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Volatus will adhere to the proposed contract terms in full accordance with paragraphs No. 7, 8. Namely:</p> <p>Volatus will assign an Account Representative to Sourcewell for this Contract and provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:</p> <ul style="list-style-type: none"> <li>• Maintenance and management of this Contract;</li> <li>• Timely response to all Sourcewell and Participating Entity inquiries; and</li> <li>• Business reviews to Sourcewell and Participating Entities, if applicable.</li> </ul> <p>Volatus perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Volatus will provide complete info on sales that were conducted under Sourcewell contracts, namely (but not limited to):</p> <p>Participating entity's complete contact information  Type of products and/or services  Price  Products and services description, volume, delivery time  Performance review</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Depending on the contract volume, type of products and services, and timelines, the administrative fee should be 3% to 10%, with an average fee of 5% of the total contract sum.</p> <p>Volatus will keep its margins transparent to Sourcewell; if needed, a bespoke administrative fee can be negotiated for any specific contract.</p>

**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.	Please see the attached file named "Volatus_pricing  Please note that this catalog is not exhaustive. If there is no commercially available solution for your specific use case or project, please contact our Solutions Engineering Team, and we can help find the right solution or build one for you.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see the attached file named "Volatus_pricing."

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

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

Line Item	Category or Type	Offered *	Comments
71	Aerial Vehicles (tethered and non-tethered)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in the file attached
72	Surface and subsurface water vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Described in the file attached
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	Described in the file attached
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	Described in the file attached

**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](#) - Volatus\_Pricing.pdf - Thursday January 12, 2023 16:23:51
- [Financial Strength and Stability](#) - Volatus 2022 Q3 FR.pdf - Wednesday January 11, 2023 14:48:56
- [Marketing Plan/Samples](#) - News Direct--Aerial Robotics (1).pdf - Thursday January 12, 2023 15:13:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Press Release - Research Manitoba Funding Announcement for Drone Education Program.pdf - Thursday January 12, 2023 09:50:57

## 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. - Dean Attridge, VP, Solutions Engineering, Volatus Aerospace USA Corp

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.		

**AMENDMENT #1  
TO  
CONTRACT #011223-VTS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Volatus Aerospace USA Corp.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services, to Sourcewell and its Participating Entities, effective March 31, 2023, through March 24, 2027 (Contract).

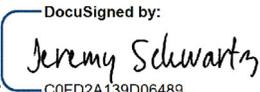
Supplier has updated its administrative fee terms, found in Line Item 68 under "Table 13: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Supplier will pay to Sourcewell an administrative fee of (i) five percent (5%) on Supplier manufactured Products, and (ii) three percent (3%) on non-Supplier manufactured Products, and (iii) seven percent (7%) on Services, provided to Participating Entities.

Except as amended above, the Original Agreement remains in full force and effect.

**Sourcewell**

**Volatus Aerospace USA Corp.**

By:   
DocuSigned by:  
C0FD2A139D06489...  
Jeremy Schwartz, Director of Operations/CPO

By:   
DocuSigned by:  
C3CDECEC01A1418...  
Dean Attridge

Date: 8/4/2023 | 10:55 AM CDT

Title: Vice President Solutions Engineering

Approved:

Date: 8/4/2023 | 10:48 AM CDT

By:   
DocuSigned by:  
48BAF71B0894454...  
Chad Coauette, Executive Director/CEO

Date: 8/4/2023 | 11:19 AM CDT

**AMENDMENT #2  
TO  
CONTRACT # 011223-VTS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Volatus Aerospace USA Corp.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services, to Sourcewell and its Participating Entities, effective March 31, 2023, through March 24, 2027 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 4 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

**CAGE – 9MFY9  
UEI - NVQYYE36GDB9**

2. Line item 5 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

**6171 Airport Rd, Syracuse, NY 13209**

3. Line item 7 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

**Sean Falconer  
Managing Director – Volatus Drones  
6171 Airport Rd, Syracuse, NY 13209  
[sean.falconer@volatusaerospace.com](mailto:sean.falconer@volatusaerospace.com)  
315-743-4285**

4. Line item 9 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

**Charlie Rohan  
Regional Director, Business Development  
6171 Airport Rd, Syracuse, NY 13209**

[charlie.rohan@volatusaerospace.com](mailto:charlie.rohan@volatusaerospace.com)

918-851-1185

5. Line item 40 of “Table 8: Value-Added Attributes” of the Proposal is deleted in its entirety and replaced with the following:

#### **40.1 Product/Equipment**

**Volatus Aerospace offers an extensive range of UAV platforms and associated payloads. We group these products into six broad categories – Consumer, Enterprise, Defense, Agriculture, Special Purpose, and Cargo/Heavy Lift. An up-to-date and complete overview of our offers can be found at [www.volatusaerospace.com](http://www.volatusaerospace.com), [enterprise.volatusdrones.com](http://enterprise.volatusdrones.com), and [www.volatusdrones.com](http://www.volatusdrones.com)**

**Refer to the “Pricing” document included for further information.**

#### **40.2 Maintenance**

**Volatus Aerospace is fully equipped with personnel, parts supply chain, and certifications required to service and maintain all the UAV solutions we sell through a combined internal maintenance program and, where applicable, maintenance agreements with our OEMs. Volatus Aerospace defers to the OEM warranty maintenance Terms and Conditions for all products we sell. We will utilize our in-house resources when Volatus has OEM approval and certification to perform equipment maintenance and servicing for our customers.**

**Otherwise, the Volatus aftermarket support team will coordinate all maintenance and repairs to be performed directly by our OEMs on behalf of our customers.**

**Volatus Aerospace also defers to OEM warranties when determining maintenance and repair costs. All maintenance and repairs that are covered under the OEM warranty are performed following the repair/replacement terms and conditions defined by each OEM.**

**For maintenance and repairs outside the scope of an OEM warranty, the Volatus Aerospace maintenance team will provide maintenance and repair pricing on a per-case basis. This is due to the specific maintenance requirements and specified turnaround times for each instance.**

**Volatus Aerospace is committed to always maintaining the operational capabilities of our essential services clients. For first responders, police, fire, and emergency services clients, we will provide temporary replacement equipment when possible free of charge (shipping and handling costs not included) while a client's equipment is being serviced.**

**40.3 Operator Training Programs**

**Volatus Aerospace has an extensive curriculum to enhance UAV pilot safety, regulatory compliance, operational knowledge, practical pilot skills, and specialized UAV applications. We divide our training products into three broad categories - pilot certification, equipment, and specialization. Please visit our aforementioned website for more information on available trainings.**

- 6. Line item 57 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

**Volatus Aerospace will provide a product category discount. Product category discounts will be organized by manufacturer, and a discount from the published MSRP/UPP/RRP will be offered. The attached price list with product categories by manufacturer highlights the respective discounts.**

- 7. Line item 58 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

**The discount represented is a discount from MSRP/UPP/RRP and varies by manufacturer. Volatus Aerospace is a full-service solutions provider that works with many manufacturers. Discounts range from 0 to 10% off MSRP/UPP/RRP.**

**Some manufacturers have strict pricing policies that do not allow discounts on MSRP/UPP/RRP. That said, some of these manufacturers allow discounts on a case-by-case basis. In most cases, proper communication between the manufacturers and Volatus Aerospace results in an up to 5% discount from these stricter manufacturers.**

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

Signed by: Jeremy Schwartz  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz, Chief Operating Officer

Date: 11/18/2024 | 2:11 PM CST

**Volatus Aerospace USA Corp.**

Signed by: Sean Falconer  
By: \_\_\_\_\_  
9468BE402357434...  
Sean Falconer, Managing Director

Date: 11/18/2024 | 2:03 PM CST