



MASTER AGREEMENT #111125
CATEGORY: Street Sweeping, Sewer Jetting, Hydro-Excavation,
and Related Public Works as a Service
SUPPLIER: RedZone Robotics, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RedZone Robotics, Inc., 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086 (Supplier).

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

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

Article 1:
General Terms

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

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

Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 6, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #111125 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service, including, but not limited to:
 - a. Street and specialty sweeping as a service;
 - b. Sewer vacuuming and jetting as a service;
 - c. Hydro-excavation as a service;
 - d. Related public works as a service such as underground inspection and monitoring services; and,
 - e. Locating, maintenance, rehabilitation, and related services and technologies as long as they are directly related to solutions described in subsections 1. a.- d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

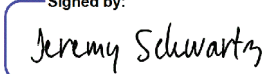
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

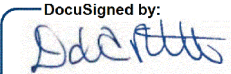
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

RedZone Robotics, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/8/2026 | 7:48 AM PDT

DocuSigned by:

 1761C6D5D1A740D...
 By: _____
 Dave Petrosky
 Title: President & CEO
 Date: 4/8/2026 | 6:06 AM PDT

RFP 111125 - Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service

Vendor Details

Company Name: RedZone Robotics Inc.
Address: 195 Thornhill Road
Suite 110
Warrendale, PA 15086
Contact: Michael Russin
Email: mrussin@redzone.com
Phone: 412-476-8980
Fax: 412-476-8981
HST#: 25-1558769

Submission Details

Created On: Tuesday September 23, 2025 14:09:18
Submitted On: Tuesday November 11, 2025 15:10:33
Submitted By: Michael Russin
Email: mrussin@redzone.com
Transaction #: 372212c5-3169-4363-ad93-693829dc6491
Submitter's IP Address: 147.243.54.204

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	RedZone Robotics, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI ID: YX3EK16HWML7 Cage Code: 0K896
5	Provide your NAICS code applicable to Solutions proposed.	541990
6	Proposer Physical Address:	195 Thorn Hill Road, Suite 110, Warrendale, Pennsylvania 15086
7	Proposer website address (or addresses):	www.redzone.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Dave Petrosky, President & CEO RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086 412-476-8980 dpetrosky@redzone.com
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Mike Russin, Chief Operating Officer RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086 412-476-8980 mrussin@redzone.com
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Erin Slyder, Project Coordinator RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086 412-476-8980 eslyder@redzone.com Chris White, Vice President of Software RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086 412-476-8980 cwhite@redzone.com Chuck Pulaski, General Manager of Infrastructure Assessment RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086 412-476-8980 cpulaski@redzone.com

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Established in 1987, RedZone Robotics "RedZone", a spinoff from Carnegie Mellon University's Department of Robotics, designs autonomous technology for customized applications. Uniquely positioned to service the wastewater industry and our nation's failing, aging infrastructure, RedZone developed a wholistic and innovative approach with advanced assessment technologies and service applications. Now, collection system owners, operators, and engineers have access to the technology and services necessary to accurately assess their systems in a cost-efficient and effective manner.</p> <p>Establishing itself as a pioneer, leader, and innovator in collection system assessment, our engineering teams first designed specialized equipment to meet the challenges of high flow and difficult-to-reach segments. The goal was to obtain and produce a report with critical, accurate details. Multi-sensor inspection (MSI) gathers the quantifiable data for vital mid- and large-diameter segments. MSI provides advanced assessment with synchronized, digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection, and air temperature measurement for the prevention of asset deterioration.</p> <p>As a response to the industry's need to assess all pipes, our team has developed a solution for 8" to 12" pipes, the vast majority of pipe sizes in a collection system. SOLO®, a fully autonomous inspection robot, provides a fast, efficient means of CCTV inspection. Unique to this asset is the ability to post-process NASSCO defect codes offsite. SOLO is compact, lightweight, and easily deployed in any location accessible by a technician, allowing access to manholes that a truck-based CCTV platform cannot reach. Teams of SOLO robots, or squads, can be deployed for a rapid, system-wide assessment.</p> <p>In addition to our robotic platforms, we recognize the need for our clients to view assessment data and interact with a decision support system for reporting, budgeting, planning, and providing work order management. By design, the software delivers a GIS-centric, interactive, sewer asset management program to achieve a more efficient solution for collection system management.</p> <p>Using this method, our team has provided advanced pipeline assessment services to municipalities, contractors, and engineering firms, assessing over 100 million feet of sewer line across North America in over 500 cities.</p>
12	What are your company's expectations in the event of an award?	<p>RedZone is committed to maximizing the impact of a potential contract award. Our strategy involves a multi-pronged approach to raise awareness and drive engagement both internally and externally.</p> <p>Internal Focus:</p> <p>Sales Team Training: We will provide comprehensive training, both online and in-person, to equip our sales team and external partners with the knowledge needed to effectively leverage the contract's advantages, benefits, procedures, and requirements. Informative materials will support these training sessions.</p> <p>Sales Procedure Integration: We will ensure our sales processes prioritize Sourcewell as the preferred purchasing method whenever possible.</p> <p>External Focus:</p> <p>Market Education: We will educate the market on the benefits of cooperative purchasing through Sourcewell. This will be achieved via a variety of channels, including email campaigns, blog posts, social media engagement, white papers, and webinars.</p> <p>Promotional Activities: We will actively promote contract participation through print advertising and presence at industry tradeshows.</p> <p>Partnership Promotion: We will launch a dedicated campaign to highlight and aggressively promote the partnership between Sourcewell and RedZone Robotics. This includes the consistent and prominent use of the Sourcewell brand and logo across all marketing materials, including literature and our website.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>RedZone's strategy is to differentiate wastewater inspection services through innovations in robotics and data processing. As such, our financial performance is not necessarily measured by traditional metrics such as EBITDA or Net Income. Our preferred method to measure financial performance is Cash from Operations Adjusted for Research and Development Expenditures. This measure combines both the current cash flow being generated by the business adjusted for long-term investment in the future of the company. We then use this metric in comparison to the total amount of debt.</p> <p>Our cash from operations excluding R&D expenditures divided by total debt has been in a range of 0.41 to 1.18. This means that in our worst year of the last four, we could have paid off 41% of our total debt based upon cash flow from just one year. In the best year, we could have paid off our entire debt load in less than one year. As a frame of reference, our debt instrument has a 7-year amortization. As such, the bank expects us to pay off one-seventh of the debt every year, but we generated enough cash to pay off between 41% and 118% of our debt each year for the last four years.</p> <p>Our 2025 revenue will exceed \$35 million, representing a doubling of the size of the company in the last four years. We have accomplished this while maintaining a minimal amount of debt and generating more than adequate cash flows to service the debt.</p> <p>As a sign of our financial strength and our bank's confidence in RedZone Robotics, our bank has recently raised our credit limit to \$17 million even though we have only borrowed about \$5 million historically. This has been pursued to ensure that we are able to continue to grow the company at an accelerated pace without putting undue stress on our capital structure. Please see the detailed calculations of our financial strength that's uploaded in the documents tab under financial strength and stability.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>We currently estimate that we own approximately 3% of the US wastewater inspection services market (\$1.2 billion annual expenditure). We expect that a combination of our new products launched and new procurement agreements that we will reach 5% market share in the next 2 years (\$60 million).</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>We currently have no market share in Canada. The cost of crossing the border has increased to the point where it rarely makes sense for us to service customers in Canada. We currently have no focused efforts to re-enter the Canadian market, but will pursue opportunities if they arise</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>RedZone has not had any bankruptcy proceedings in the past seven years.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>RedZone is primarily a service provider. However, we internally design and build most of our inspection equipment and software.</p> <p>b) All of the sales generated are driven by our internal sales force made up of employees. We do have a small amount of revenue generated by third-party lead-generating firms who are not employees.</p>

18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP; including, but not limited to, NAPSA, NASSCO, and other industry certifications.</p>	<p>RedZone Robotics, Inc. maintains a current California Class A Contractor's license, as well as local licenses as required by the project.</p> <p>RedZone Robotics is a certified member of the National Association of Sewer Service Companies (NASSCO) and fully adheres to all NASSCO standards governing pipeline and manhole inspection and data management. Every inspection project conducted by RedZone is performed strictly in accordance with Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Program (MACP), and Lateral Assessment Certification Program (LACP) protocols. These standards form the foundation of our inspection methodologies, data collection workflows, and quality assurance procedures.</p> <p>All RedZone field and data personnel assigned to projects are individually NASSCO-certified operators and data coders, ensuring consistency, accuracy, and technical compliance across all deliverables. Our internal training and certification policy mandates that personnel maintain current credentials and participate in refresher courses whenever NASSCO updates its manuals, defect coding, or structural grading criteria.</p> <p>RedZone has successfully delivered hundreds of thousands of linear feet of PACP, MACP, and MSI (Multi-Sensor Inspection) data under contracts. All inspection data is fully formatted and validated for direct integration into the client's asset management systems and consultant databases, minimizing post-processing time and ensuring a seamless data exchange workflow. Our digital deliverables conform to NASSCO Version 7.0 (and beyond) data structures, including condition codes, defect grades, and standardized media naming conventions.</p> <p>Beyond implementation, RedZone is deeply involved in the evolution of NASSCO standards themselves. Members of the RedZone team serve on NASSCO's Software Vendor Committee and Technical Review Panels, providing direct feedback that helps shape upcoming revisions to inspection and asset management protocols. This active participation keeps RedZone at the forefront of industry developments — ensuring the client receives inspection data and reports that align with the most current and authoritative industry guidance.</p> <p>In summary, RedZone's NASSCO compliance is not just a certification; it is a company-wide commitment to quality, precision, and leadership in the inspection industry. Our adherence to these standards guarantees that every inspection — whether PACP, MACP, LACP, or MSI — is executed, reviewed, and delivered in full alignment with national best practices for sewer infrastructure condition assessment.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>RedZone has not had any debarments or suspensions within the past seven years.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Redzone was recently highlighted in Trenchless Technology Magazines 2025 Underground Rehabilitation Project of the Year.</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>We sell through three types of customers, which include municipalities (government), consulting engineers, and other service providers. Over the last 3 years our direct sales to municipalities have been just under 60%.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Zero</p>
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>In 2025, we joined Houston-Galveston Area Council (H-GAC) and the Interlocal Purchasing System (TIPS).</p> <p>Prior to 2025, we only participated in the Pennsylvania Co-stars program. Revenues for PA Costars during the three prior years have been \$1,251,648.</p>
24	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>None</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
DC Water	Chris Collier Chris.Collier@dcwater.com	202-612-3584	*
Brevard County, Florida	Edward Fontanin Edward.Fontanin@brevardfl.gov	321-633-2091	*
Berkeley County, West Virginia	Curtis Keller cbkeller@bcpsdd.com	304-263-8344	*
Los Angeles County Sanitation District	John Westergaard JWestergaard@lacsdd.org	310-638-1161	
City of Houston	Tu Nguyen Tu.Nguyen@houstontx.gov	832.395.5054	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>RedZone currently supports the following sales and sales support roles for our North American Market:</p> <p>Business Development (2):</p> <ul style="list-style-type: none"> • East Coast Business Development Manager (PA) • West Coast Business Development Manager (CA) <p>Regionals Sales Managers (3):</p> <ul style="list-style-type: none"> • Southeast Regional Sales Manager (NC) • Gulf Coast Regional Sales Manager (TX) • Central Regional Sales Manager (MN) <p>Integrity Software Sales (2):</p> <ul style="list-style-type: none"> • VP of Software (PA) • Software and Data Sales Manager (PA) <p>Sales Support (2):</p> <ul style="list-style-type: none"> • Inside Sales Manager (PA) • Project Coordinator (AZ) <p>Marketing Support (1):</p> <ul style="list-style-type: none"> • Marketing Communications Manager (PA) 	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>RedZone supports the following network of 6 authorized resellers to support and present our solutions to their respective territories:</p> <ul style="list-style-type: none"> • Southeast (FL) • Mid-Atlantic (PA) • Northeast (MA) • Midwest (MI) • Gulf Coast (TX) <p>We support our resellers with regional sales managers who provide sales training, sales presentations, and overall management of opportunities within their territories. Our reseller network consists of 18 sales representatives across all 50 states, establishing RedZone as a leader in the industry.</p>	*

28	Service force.	<p>In total, RedZone has 100 employees that help support our clients and field operations. This is broken down into the following teams:</p> <p>Field Services- report to our General Manager of Infrastructure.</p> <ul style="list-style-type: none"> o 50 Field Operation Specialists o 8 Project Managers o 7 Field Support Technicians <p>Engineering- report to our General Manager of Innovations</p> <ul style="list-style-type: none"> o 8 Robotics Engineers o 8 Software Engineers o 3 Product Owners <p>Software Applications and Development- report to the COO</p> <ul style="list-style-type: none"> o 6 Software Engineers o 1 QA Engineer o 7 Software Support Engineers <p>Our personnel are based in one of our four offices: Warrendale, PA; Pasadena, TX; Santa Fe Springs, CA; or Auckland, NZ.. We offer a mix of remote, hybrid, and onsite work environments to our employees.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>RedZone will handle all Sourcewell orders directly, from the initial opportunity to the award. This allows us to track the entire process within our NetSuite CRM platform to manage the overall sale. Once booked, the order will be submitted to our Field Operations team, where the work is scheduled and performed. Upon acceptance, we will close the order in NetSuite and schedule payment from the customer. Managing this process within our own environment will enable us to establish key metrics to determine the volume of Sourcewell opportunities we engage and close. We can then share these metrics with Sourcewell to ensure proper focus and process adherence.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>RedZone takes customer service very seriously and conducts Net Promoter Score (NPS) Surveys twice a year, since many projects can occur over a few months. RedZone utilizes the Atlassian suite of services, which include Jira, Confluence, and Trello, to manage customer inquiries, questions, and service requests. Over 95% of our inbound tickets are data or software related; as most client touchpoints are related to the data results rather than the equipment. RedZone employs 4 Customer Service Technicians, with auxiliary support via Software Dev and Management teams. RedZone logs a significant number of inbound requests from customers, including those via phone and directly to Sales and Project Management teams. This creates a knowledge base that can be leveraged for future troubleshooting and resolution. Customers are provided with multiple contact solutions to make it easy to reach the right RedZone representative:</p> <ul style="list-style-type: none"> • Calling Local Office or Headquarters, and using automated process to Customer Service • Calling dedicated Support phoneline, which routes through all members in Customer Service team • Using the RedZone Support webpage to submit tickets • Directly emailing the Support email address • Contacting the Project Manager, Sales Individual, or Customer Service Rep individually <p>RedZone utilizes a tiered system for managing priorities: lowest, low, medium, high, and highest. These tiers can be set initially by customers and altered by RedZone based on severity, interpretation and backlog management.</p> <ul style="list-style-type: none"> • Lowest: Resolved with 320 hours (Ex. Feature Requests) • Low: Resolved within 160 hours (Ex. Data imports, Exports, GIS Requests and updates, known bugs in software) • Medium: Resolved with 80 hours (Ex. Data Requests, Question about software, bug in software, QA/QC request) • High: Resolved with 72 hours (Ex. External timeline commitments, high-priority report deliverables, Granting software access) • Highest: Resolved within 24 hours, subject to cloud-server provider delays (Request Examples: Service outage, Software inaccessible, Emergency Data Request [sinkholes, collapses]) <p>Each submitted ticket is then moved through the different phases of the process towards resolution, including RedZone acknowledgement, Triage, Work in Progress, Ready for Review, and Complete. The Jira platform provides quick ways to update the customers on their request and allow for near instant communication about status or further information that may be required. This customer service tool also allows for measuring KPIs related to these requests and ensure we're in alignment with stated Software License Agreements (SLAs).</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>RedZone offers solutions across North America, particularly in areas with significant infrastructure challenges. We have a strong track record of collaborating with cities, engineers, and other service providers to deliver complete solutions. We are confident in our approach and committed to supporting all Sourcewell participating entities with these solutions.</p>

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	RedZone Robotics has worked directly with the largest cities in Canada on condition assessment, including Toronto, Ottawa, Vancouver, and Calgary. RedZone has two sales representatives to cover the Eastern and Western parts of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	RedZone can service all areas of the United States and Canada during the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	RedZone does not have any participating entities that would not have full access to our solutions if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Field services can be performed in Hawaii and Alaska, contingent upon sufficient quantities to justify mobilization. These projects and contracts would be evaluated on a case-by-case basis due to equipment shipping considerations.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, provided the quantities of the scope of work justify the mobilization of equipment and field personnel.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We employ a multi-faceted marketing strategy via direct and indirect methods to reach the over 25,000 wastewater system owners within the United States. RedZone has developed an extensive CRM database with over 20,000 individual contacts and a robust target demographic database for our proposing services. We will partner with Sourcwell to ensure that participating agencies and our current customers are made aware of this contract.</p> <p>One of our direct methods for communication is via email marketing campaigns within geographic regions of the US. This provides an opportunity to not only educate customers on the procurement mechanism, but to also provide timely notifications as it relates to their fiscal year start dates. These campaigns also serve as a call-to-action for the individual Business Development Representatives at RedZone as readers will have an immediate point of contact for questions or interest.</p> <p>The primary method for direct engagement of the Sourcwell contract will be through these Sales Representatives. Training on this agreement is a top priority and will become a focus of our yearly sales training in early 2026, if not sooner. The Sales Reps are always our first line of communication with a client. These interactions can occur through face-to-face meetings or at the nearly 30 wastewater tradeshow RedZone attends every year.</p> <p>All direct engagement is tracked and monitored through NetSuite, an Oracle-based software CRM platform. This allows detailed record-keeping and ensures proper reporting for requirements under the Sourcwell Master Agreement. This includes customer data, sales opportunity information, and history.</p> <p>To assist in promotion, RedZone will leverage their experienced marketing team to develop and brand Sourcwell into their current portfolio. Sourcwell will not only be published and identified on our website, but also through the company sales pitchbook, videos, and other digital content it produces. The most prominent of these is RedZone's "Inside the Pipe" magazine, an annual brochure detailing the technical equipment and services RedZone provides. This magazine also includes customer agency case studies and serves as a resource guide for how we conduct business. Representing a Sourcwell participating agency project would be a perfect addition to the next issue, providing broadcast to over 2500+ utilities. Digital copies of this magazine are also readily available for PDF emailing.</p> <p>Other indirect marketing efforts include social media, particularly LinkedIn, enabling us to reach thousands of users. RedZone has a strong social media presence and is seen as an expert when it comes to the complex world of wastewater assessment. RedZone intends to leverage this experience and expertise to promote the Sourcwell opportunity through notifications of awards, customer highlights, and timely materials.</p> <p>RedZone's marketing team meets monthly with the sales team to discuss marketing efforts, engagement, metrics, and future needs. This allows for alignment on goals, as well as review of KPI measurements. These types of discussions enable actionable decisions to ensure we are meeting the Master Agreement requirements. Important through all of this is that marketing should always be relevant and dynamic. RedZone intends to work with Sourcwell to identify best ways to promote and engage participating agencies. This type of collaboration creates a strong impact and uses the experience of both parties to achieve shared goals.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>RedZone has maintained a robust target marketing database, which includes over 25,000 system owners (cities, municipalities, utilities, etc.) within the United States. This database includes information such as population, miles of pipes, number of treatment plants, EPA violations, among many, many others. This resource serves as a hub for our digital marketing strategy: deploying timely email campaigns, relevant case studies, and educational information based on key changes within their geographic region (weather, political, regulatory, etc.). From here, the CRM is built with key contact information for the decision-makers of the system.</p> <p>As email campaigns or website traffic is recorded and reviewed, RedZone matches this activity back to this marketing database. It helps to identify trends and which areas, in this case participating agencies, may be interested in our services. RedZone also uses this information to refine marketing messaging through social media such as LinkedIn, providing another opportunity to promote and engage.</p> <p>RedZone uses a variety of other platforms for digital engagement and to ensure awareness. Search Engine Optimization (SEO) is a large driver of potential new customers, and RedZone has recently engaged with a marketing firm to assist in driving increased presence through blog posts, website updates, pay-per-click advertising and other referral links. RedZone tracks this information on a weekly basis through a complex, but powerful tool known as Tablea, which is used by multi-level advertising agencies to understand customer demographics and trends.</p> <p>These are continuous improvements, and RedZone seeks to further this by dedicating space for Sourcwell. This would include a page on the website, Google advertising campaigns related to the Sourcwell contract, and promoting Sourcwell within social media posts and the "Inside the Pipe" magazine.</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>RedZone would be a new member of the Sourcwell process, but the eagerness to succeed far outweighs any limitations of knowledge. RedZone has tremendous success providing our services with new and current customers. Offering up the Sourcwell solution is a valuable addition and we look forward to establishing this collaboration.</p> <p>In the early stages, we would appreciate Sourcwell's guidance in training and understanding their past successes. We fully understand, however, that our sales staff will be responsible for the majority of the marketing responsibilities. RedZone has the experience and personnel and is well-positioned to support Sourcwell members and the projects. It is critical to have open communication about these efforts to ensure alignment on best practices and target metrics. RedZone is always open to feedback.</p> <p>Our goal is a mutually beneficial relationship; not just for RedZone and Sourcwell, but specifically for the members who use this process and these contracts. This includes integrating these agreements into our sales process via:</p> <ul style="list-style-type: none"> • Raising awareness during presentations and tradeshow • Providing Sourcwell resources for utilities and agencies • Identification of sales opportunities within CRM system • Marketing successful awards and projects • Continued tradeshow case study or conference promotion <p>In our opinion, RedZone will be the one responsible for executing the marketing efforts, and provide Sourcwell the opportunity to join together at tradeshow and conferences or provide comment, such as on new marketing campaigns and strategies.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>RedZone has very few products available through e-procurement platforms, as nearly all purchased items are service-based, and thus customized per utility based on the scope and work they seek to have performed. These services are typically purchased in coordination with the sales staff after in-depth discussion of setup, deployment, pipe diameters and materials, and other variables. This ensures that all parts of a project are reviewed and assessed based on the needs of the client and scope of work.</p>

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

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>RedZone does not sell the robotic equipment; therefore, we do not provide training or materials for maintenance or associated inspection services. However, RedZone offers training on data and its software platforms. We recognize that while multi-sensor inspection and NASSCO data are standard for us, they can be new to many in the industry. With any inspection project, we offer a data review session as part of the project to guide participating agencies and entities through the collection process and inspection results. This includes summary details, system percentages, grade scores, and laser and sonar interpretation within the MSI reports.</p> <p>For the Integrity software, RedZone offers multiple trainings to familiarize customers with the platform. These trainings can coincide with an inspection project and its deliverables or key milestones when converting from other software. Training is standard, but Integrity is designed to be easy to use. Additional Training Guides and Knowledge Base resources are available for self-navigation. The first two trainings are included with any Integrity annual subscription, and additional trainings incur a fee. On-site training is also available for a fee.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Solo is the only autonomous CCTV inspection crawler, as defined by the USA Patent Office. This robot enables the rapid assessment of pipes, reducing the amount of time spent within the public right-of-way and around the manhole itself. This includes no confined-space entry or traffic control, and the manhole can be closed while inspection occurs. No other CCTV crawler in the country can perform this type of assessment.</p> <p>Multi-sensor inspection (MSI) platforms provide a comprehensive view of some of the most critical pieces of infrastructure: large diameter pipelines. The floating suite of MSI tools available include the Sonar Sub, MD and SMD Profiler. These tools are floating platforms designed to go long distances (10,000+ linear feet) through multiple access points and manholes. This also reduces traffic control and enables rapid collection of inspection data. The assessment uses CCTV, sonar and laser, to provide a 360-degree view of everything within the pipe:</p> <ul style="list-style-type: none"> • CCTV for visual verification and NASSCO defect rating • Sonar for below the flow debris and sediment volume measurements, where CCTV cannot see. • Laser for above the flow quantifiable measurements, including corrosion, ovality, and deformation of cross sections. <p>This data is synchronized and collected in one-pass, providing correlation between the datasets in order to make actionable decisions.</p> <p>RedZone's advanced technology capabilities include the Profiler 3D (P3D) and Responder robotic platforms. P3D is very similar to its namesake floating counterparts but is instead equipped with 4 high-resolution cameras to develop 360-degree views of the large diameter pipes. These cameras can also be used to create photogrammetric models for design and rehabilitation decisions.</p> <p>The Responder robotic crawler is the tracked version of a Multi-Sensor Inspection. This unit utilizes a 3D LiDAR to collect point clouds and develop digital twins of pipelines, including alignment, bend analyses, and virtual mandrel reporting to aid in rehabilitation design and planning.</p> <p>All of this data lives in one data management platform, known as Integrity. Integrity is a web-based portal for managing inspections, built upon Esri's ArcGIS platform. This enables seamless delivery of all datasets above to a map so that utility and system owners can follow project progress, manage work orders, and plan budgets.</p>

<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>When feasible, RedZone recommends the use of ASAP, or Accelerated System Assessment Program, to allow for the completion of services. Based on our nationwide experience developing pioneering technologies and inspecting over 80 million feet of sewer pipes, RedZone established ASAP as a system for owners to develop a proactive maintenance plan while minimizing the impact on their customers and the environment. This program relies on Redzone’s proprietary fleet of inspection robots and our experienced and professional field staff that have completed more than 100 of these system-wide assessment programs. ASAP will reduce the cost of a system-wide assessment an average of 30%, reduce the time to complete the assessment by up to 80% and reduce the environmental impact of the assessment by 75%.</p> <p>ASAP offers complete system assessment with lower costs, shorter inspection timelines, and a reduced carbon footprint.</p> <p>By means of the inspect-to-clean method, RedZone has proven that the approach can offer extensive cost savings in contrast to traditional cleaning and CCTV programs. Utilizing GIS, RedZone can assess on average 75% of a collection system without precleaning and the remaining 25% that cannot be initially assessed are due to dirty pipe (14%), CNL/ CNO (6%), and traffic control or permitting issues (5%). This 86% reduction in cleaning compared to traditional clean-to-inspect methods reduces the total cost of inspection, allowing for a second inspection after the as needed cleaning has been completed.</p> <p>RedZone’s fleet of fully autonomous zero-emission EV robotics platforms allow system-wide assessments to be performed faster, up to 600% faster than traditional CCTV. The ability to effectively deliver the city’s project on time is facilitated by the speed at which data is collected in the field. This in turn allows for better planning of maintenance activities and more efficient spending of limited capital and O&M budgets.</p> <p>With areas impacted by drought conditions, and the threat of extreme water shortages to come, it is critical that all industries strive to make a difference. Redzone’s SOLO® robots, on 80% of a system, use less than 3 gallons of fuel per 1,000 LF of inspection. As a zero-emission EV platform, SOLO robots eliminate up to 110 dB of unnecessary noise pollution when compared to traditional cleaning and CCTV equipment. ASAP also greatly lowers the costs and disruptions associated with traffic control and reduces the total carbon footprint on every job.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>EPA has rated the Solo Autonomous robot as BAT-approved (Best Available Technology).</p>
<p>45</p>	<p>Describe any performance and service standards, warranties, and/or guarantees, that apply to your services, including any relevant policies, metrics, KPIs, etc.</p>	<p>RedZone does not have any specific standards, warranties, or guarantees related to our inspection, cleaning, and data services. We adhere to the guidelines and standards established by the municipalities or consulting engineers for whom we provide our services. In the event that the end-user rejects any work performed by RedZone Robotics, we will comply with the RFP correction period, which typically ranges from 12 to 24 months following service completion.</p>

<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>RedZone is one of, if not the only, vertical stack solution when it comes to condition assessment within the wastewater industry. RedZone manufactures and builds their own advanced robotics, performs a variety of field services, analyzes and processes all data (including third-party platforms), and provides this information through their in-house software platform. This offers a unique advantage to wastewater utilities as they only have to work with one contractor or vendor. This streamlines customer service and turnaround times, and also ensures project deadlines can be met with ease. This approach defines RedZone as a trusted resource and expert when it comes to the world of underground inspection - another added value for our customers.</p> <p>Equipment: When it comes to inspection services, RedZone has been at the forefront of designing equipment built fit for wastewater infrastructure assessment. The technology leveraged here is designed to maximize safety while increasing productivity, from autonomous crawlers all the way to synchronized multi-sensor platforms. These advanced solutions minimize confined-space entry, minimize traffic control and public disruption, and provide the smart data required to make smarter decisions for underground infrastructure.</p> <p>Solo: Rapid assessment of 8-12" gravity main, nearly 90% of all pipe within a wastewater collections system.</p> <p>MD and SMD Profiler: Long distance deployment of multi-sensor equipment, used for comprehensive analysis of critical trunk and interceptor.</p> <p>Sonar Sub: Used for submerged lines or siphon inspections.</p> <p>Profiler 3D: Used for large diameter MSI inspection to develop 360-degree videos and 3D photogrammetric models. (Floating)</p> <p>Responder: Used for large diameter MSI inspection to develop 3D point cloud data and models. (Tracked)</p> <p>Vertue: Used for manhole and deep access point inspection to produce NASSCO MACP coding and 3D models.</p> <p>Integrity: Web-based and GIS-based inspection data management platform, with built-in work order mobile app.</p> <p>IntegrityPro: Predictive analytics solution for leveraging current GIS and Work order data to develop a proactive asset management plan.</p> <p>Inspection Expertise: To date RedZone has inspected over 120 million linear feet of pipe using our equipment, and has completed entire system wide assessments in record time to meet EPA Consent Decree and other enforcement actions. No other company can complete this type of work without swarming multiple trucks and large amounts of field personnel, and without disrupting the everyday lives of the utility's residents. This rapid inspection approach using the technology allows for system owners to better understand the good, bad, and ugly of their wastewater system in order to make prioritization and decision making easier. RedZone's field operations team has an impressive and extensive history of inspections. RedZone's crews and equipment are the only ones capable of inspecting the longest and largest pipes in the country, including those with harsh and fast flow velocities.</p> <p>Personnel: RedZone's diversified sales team, and the support team underneath, enable nation-wide converge for utilities and cities. RedZone has 3 strategic U.S. office locations: Warrendale, PA to cover all East Coast Operations, Pasadena, TX for Central Operations, and Santa Fe Springs, CA for West Coast operations. Our 4th office is located in Auckland, New Zealand and manages parts of our engineering and data services team to have round-the-clock productivity. It enables us to meet timely requirements by system owners, and ensure the great customer service that our clients have come to expect. RedZone's personnel is the most important aspect of the company, as these are the individuals our clients depend on for the success of a project.</p> <p>RedZone is best fit to service the inspections needs of municipalities and system owners around the country due to its flexibility and scalability. This allows us to meet the needs of a project for Sourcewell members. Our motto is "Better Data, Faster". As new advancements in technology and resources continues, the importance of timely data to make critical infrastructure decisions is paramount to success. For many inspection projects, the assessment is the first step towards proactive asset management and planning, and costs would only continue to increase the longer routine maintenance is deferred. Safety is our number one priority, safety of our people, safety of the environment, and the safety of the communities in which we serve.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have any of the below certificates.
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	RedZone does not have this certificate.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	RedZone's payment terms are net 30 days. We accept payment via wire transfer, ACH, or check.
57	Describe any leasing or financing options available for use by educational or governmental entities.	RedZone does not offer any leasing or financing options for educational or governmental entities.
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	RedZone's standard documents include terms and conditions and proposals. Service level agreements are available for Integrity Software Annual Licensing. Sample terms and conditions and proposals can be found in Standard Transaction Documentation files.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	RedZone does not accept the P-card procurement and payment process.

60	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.	RedZone will provide a discount of 5% off our standard list price. This discount is based on the attached list pricing, which is marked as the Sourcewell discount.	*
61	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.	Approximately 5% off RedZone's list price.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are detailed in the attached pricing sheet. Volume discounts for the highest purchase quantities offer an additional discount ranging from 10% to 15%.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	RedZone can supply specific non-standard "sourced" services. Depending on the cost and our ability, we would apply such services at cost or add at most 25% to cover resources used to complete the services.	*
64	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.	Additional charges related to inspection, training, or other services will be determined on a case-by-case basis. Any additional charges will be conveyed to the member during the quoting process.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and shipping charges are separate and based on the lowest standard rate at the time of physical shipment from our corporate offices in Warrendale, PA; Pasadena, TX; Santa Fe Springs, CA; or Auckland, NZ.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	RedZone does not exploit higher shipping rates, delivery packages, or disadvantages for customers purchasing outside of the contiguous United States.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In-person delivery of services with hands-on training is our preferred standard for delivery. Sourcewell members will benefit from this process, as it ensures proper delivery of services provided and maximizes the value of their purchase.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Redzone is fully committed to the proposed contract with Sourcewell and will be solely responsible for adhering to Sourcewell's contract requirements. This commitment includes ensuring all pricing is accurate and compliant with the agreed-upon terms.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	RedZone will track and report the impact of Sourcewell contracts using our integrated CRM and ERP systems. Each opportunity will include a "contracting method" attribute throughout its lifecycle. Upon award of a Sourcewell contract, we will establish a "Cooperative Purchasing Agreement – Sourcewell" contracting method. A job number will then be created and automatically tagged with the same contracting method. We will track revenue against this job number, associated with the contracting method. We will monitor both the number and estimated value of opportunities in our sales pipeline linked to the "Cooperative Purchasing Agreement – Sourcewell" contracting method. After project award, we will track the revenue generated from all contracts using this contracting method.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	RedZone proposes a 2% administrative fee to Sourcewell for managing and supporting this agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	RedZone Robotics is offering a 5% discount off the customer list price. Please see the attached price list in documents tab.

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

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Wastewater Condition Assessment and Related Products and Services:</p> <p>RedZone is recognized nationally as a leader in underground condition assessment, leveraging their turnkey solutions to aid the various utility, system owner, and engineering stakeholders. To date, RedZone has inspected over 120 million linear feet of pipe using their advanced robotic platforms and continues to use this experience to drive new innovations in field deployment, data collection, and data processing. Accurate and defensible data is what drives infrastructure decisions, and we at RedZone believe in providing better data, faster.</p> <p>Inspection Equipment: RedZone designs and manufactures their own suite of robotic technology, custom fit for inspection of the various sizes and shapes of underground pipe infrastructure. These tools offer up unique advantages over conventional CCTV equipment and processes, maximizing efficiency, and streamlining workflows.</p> <p>SOLO: The world's only autonomous CCTV inspection crawler is designed for use in 8"-12" pipelines, ~90% of the pipes in a wastewater collections system. This tool is battery-operated and equipped with 450 LF of cable, enabling complete inspection without the use of box trucks, vans, or powered tether disrupting the right of way. Solo eliminates the need for traffic control since it can be deployed with a closed manhole lid, and is easily transportable to hard-to-reach areas such as backyards and easements. Each Solo unit has 2 stereoscopic cameras, one on the front and one on the rear, creating a 360-degree view of the interior of the pipe for identifying defects and observing deficiencies. One field crew member can deploy up to 4 of these robots allowing inspections of 3-4x conventional crawler productivity.</p> <p>CCTV: Within pipe sizes greater than 12" and less than 21", otherwise known as mid-diameter, RedZone utilizes conventional CCTV crawler equipment to perform this assessment. RedZone can deploy their Snap-On profiling laser for internal cross section measurements.</p> <p>MD PROFILER: From 21" up to 36", the MD Profiler collects a multi-sensor inspection (MSI). This includes CCTV for NASSCO defect coding, sonar for below the flow measurements and volume analysis and 2D structured light profiling laser for above the flow internal dimension measurements such as corrosion, ovality, and deformation. This unit is a floating platform capable of long-distance deployments (10,000+ LF). It offers a rapid assessment of more critical trunk lines.</p> <p>SMDPROFILER: From 36" up to 96", the SMD Profiler collects a multi-sensor inspection (MSI). This includes CCTV for NASSCO defect coding, sonar for below the flow measurements and volume analysis and 2D structured light profiling laser for above the flow internal dimension measurements such as corrosion, ovality, and deformation. This unit is a floating platform capable of long-distance deployments (10,000+ LF). It offers a rapid assessment of more critical trunk lines.</p> <p>SONAR SUB: Designed for pipes 20"-120", the sonar sub is used in siphons and fully submerged pipelines to understand debris accumulation and internal cross section measurements.</p> <p>PROFILER 3D (P3D): The latest generation in the Profiler suite, the Profiler 3D is designed for multi-sensor inspection in pipes 48" and larger. This unit equipped with the same sonar and structured light from its predecessors, but the structured light can be switched out to a 3D LiDAR depending on project needs. The Profiler 3D's biggest differentiator is in the cameras, as it is equipped with 4 ultra-high-definition cameras to create 360-degree views of large diameter pipelines. These cameras use a process called photogrammetry to develop highly accurate 3D point cloud models for design and rehabilitation projects. Profiler 3D is also equipped with</p>

dynamic lighting, adjusting to ideal levels for visibility in the structure based on float movement, shape, size, and material changes.

RESPONDER: The flagship robotic crawler, Responder, is an 800-lb hydraulically tracked inspection unit. It is used in pipes 36" to 240" +. This platform does require the use of a box truck and has 4,000 LF of cable and a live-feed HD CCTV camera. It is also equipped with a profiling sonar sensor for debris measurements and a 3D spinning LiDAR to produce highly accurate 3D point cloud models. This unit is capable of inspecting the largest and fastest flow pipes within the U.S.

VERTUE: Built on the same technology as the Profiler 3D, the Vertue unit is used for access point and manhole assessments. It produces a 360-degree view of the vertical structures and is equipped with a photogrammetry process for highly accurate 3D models tied back to GPS coordinates.

All equipment operates on an Inspect-to-Clean approach, which involves inspecting prior to cleaning. Studies have shown on average 75% of wastewater lines do not need cleaning prior to inspection, thus reducing the costs and time required to perform the work. This process is also environmentally friendly, reducing carbon footprint and water consumption over the inspection project.

Inspection Services:

SMALL DIAMETER: RedZone uses the Solo autonomous crawler to assess the majority of pipes 8"-12" in a collection system. This is ideal for smaller utilities or infiltration/inflow inspection projects.

LARGE DIAMETER: RedZone uses their Multi-Sensor Inspection (MSI) fleet of robots to inspect trunk and interceptor lines for condition assessment. The robot utilized depends on field conditions such as flow height and location of access points, as well as project data requirements.

MANHOLE INSPECTIONS: RedZone uses the Solo autonomous crawler mounted vertically or the Vertue unit to collect 360-degree manhole inspections confirming to NASSCO MACP Level 1 or 2. This provides an in-depth look into the condition of the vertical structure.

GPS INSPECTIONS: RedZone collects GPS coordinates for access points, as either sub-foot or sub-inch accuracy to better characterize and locate assets in the field for the utility's GIS.

ASAP: Accelerated System Assessment Program: RedZone developed an all-encompassing program for system-wide assessment. RedZone uses all portion of their robotic fleet to collect manhole and pipe data of the collections system in as-is conditions. This program allows for rapid assessment, with the capability to complete 100-miles within 90 days, if required. ASAP operates on an inspect-to-clean approach, with 75% of pipe able to be inspected without the need for precleaning, saving costs and time. Within the ~25% that is not immediately available, cleaning can be performed or manholes made accessible in coordination with the utility, allowing for completion of those inspections. This program establishes a baseline for condition assessment and enables accurate prioritization and budget planning for years to come.

Cleaning Services:

LIGHT CLEANING: RedZone uses their recycler and vacuum cleaning trucks to perform light jetting (1-2 passes) of sewer lines if blockages or obstructions are identified. This can be for maintenance reasons or as prep for inspection.

MEDIUM CLEANING: RedZone uses their recycler and vacuum cleaning trucks to perform medium jetting (3-5 passes) of sewer lines to remove blockages and debris from the pipe to no longer obstruct flow and as prep for inspection.

HEAVY CLEANING: RedZone uses their recycler and vacuum cleaning trucks to perform heavy cleaning, which involves multiple passes and significant debris removal from a sewer line. This process is generally intended for larger diameter pipelines, which have more sediment and debris that can cause obstructions or reduce capacity. All trucks utilized for cleaning is environmentally friendly, as water consumption is reduced through the use of the recycler equipment.

Data Services:

INTEGRITY: Integrity is a web-based and Esri ArcGIS-enabled software for managing sewer inspection data. This platform is NASSCO-certified and leverages the PACP and MACP rating system for identifying and prioritizing operations and maintenance decisions. Integrity is designed to be easy-to-access and easy-to-use, and features a variety of modules based on the feedback of sewer utility owners.

		<p>GIS: Built off ArcGIS and ArcGIS Online, Integrity allows for read-only copies of the wastewater system to be imported in and inspection and data layers to be sent back to the utility's GIS system.</p> <p>INSPECTION VIEWER: Integrity is capable of managing and storing all inspection data from RedZone's robotic platforms, including laser and sonar data from its MSI suite. Integrity is also platform-agnostic, enabling the visibility of third-party camera inspections and historical data. From 360-degree views to 3D models, Integrity is the source of truth for condition assessment media.</p> <p>WORK ORDERS: Integrity has a built-in work order function to create, schedule, and execute maintenance tasks on assets within the wastewater system. This allows for proper record keeping in order to meet regulatory and compliance requirements.</p> <p>DASHBOARDS: Integrity summarizes all work and inspection information into high-level dashboard for utility owners and decision-makers to create standardized reports. This allows for monitoring system assessment, including percentages of the system inspected and scores, to work order execution and productivity KPIs.</p> <p>INTEGRITY LITE: Integrity Lite is the Mobile Field app used by field crews to record operations and maintenance tasks. Synced with the Integrity web version, work orders that are created and assigned to a user will appear within the app for easy organization and tracking. Work order forms can easily be filled out in the field, along with notes and captured image media, to ensure proper completion. The app is also equipped with a color-coded GIS map for quick visibility into assets and work nearby current location. Offline capability is also available should network connectivity be poor, ensuring no amount of effort and time is lost in the field.</p> <p>INTEGRITY PRO: Integrity Pro is the predictive analytics platform leveraging the comprehensive data sets from inspections and work orders. It uses the GIS asset characterization along with a proprietary assortment of geospatial data layers – items such as population density, weather patterns, soil types and more – to join historical failures and observations on pipe and manholes assets for understanding likelihood of failure (LoF) and consequence of failure (CoF) rankings. Predictive analytics models have shown that using age and prior failure are poor indications of future failure, and building custom applications based on verified and unique-to-the-system variables is more accurate when developing planning decisions.</p> <p>DEFECT CODING: RedZone utilizes their extensive and experienced NASSCO-certified team to review CCTV and Manhole assessment footage and perform NASSCO defect analysis.</p> <p>PREMIUM REPORTING: RedZone uses captured 3D LiDAR/photogrammetric models to produce reports designed for rehabilitation and engineering decisions.</p> <p>ALIGNMENT: This report is used for understanding a pipe's geospatial location, tied back to CAD or ArcGIS. It enables visibility into a structure for nearby construction or facility buildouts.</p> <p>BEND ANALYSIS: This report uses the above alignment model to measure the curvature and deflection of the pipe and individual pipe segments in both horizontal and vertical directions.</p> <p>VIRTUAL MANDREL: The report uses the bend analysis above to simulate a mandrel test. Rather than building a physical mandrel through a line, potentially damaging the already degraded host pipe, this 3D model and analysis will demonstrate what the max outer diameter of a pipe will fit into the host pipe, and what lengths of the outer diameter line can fit through the bends and deflections. This allows for custom manufacturing and more specific construction RFP specifications.</p> <p>SOFTWARE DEVELOPMENT: RedZone uses their software team to customize and build out applications and features at the request of customers; including integrations, APIs, and other third-party data sets.</p>
73	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>CCTV Inspection, Multi-Sensor Inspection, Siphon Inspection, Sanitary Sewer Evaluation Studies (SSES), Inflow and Infiltration (I/I) Programs, asset characterization, GPS Surveying\Coordinates, Geodatabase and Shapefile creation, Lateral Identification, NASSCO PACP & MACP, NASSCO Conversion, Data Conversion, 3D Modeling, Digital Twin, Bend Passing analysis, Annulus Reports, Capacity Analysis, XYZ Location, Sewer Rehabilitation, Sewer Cleaning/Jetting, Predictive Analytics, Predictive Modeling, Asset Management software/platform, Work Order Management software/platform, Inspection management software/platform</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
74	Street and specialty sweeping as a service	<input type="radio"/> Yes <input checked="" type="radio"/> No	We currently do not offer specialty sweeping as a service. *
75	Sewer vacuuming and sewer jetting as a service	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both sewer vacuuming and jetting services nationwide. *
76	Hydro-excavation as a service	<input type="radio"/> Yes <input checked="" type="radio"/> No	We currently do not offer hydro-excavation services. *
77	Related public works as a service such as underground inspection and monitoring services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer underground inspection services for underground pipes in diameters from 6" to over 200". *
78	Locating, maintenance, rehabilitation, related services and technologies directly related to solutions described in #74 - 77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We currently offer GPS location services for manhole structures plus premium reporting for large diameter sewers with alignment (XYZ) and bend radius inspections. These data deliverables can be leveraged in rehabilitation planning and design. *

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

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - RedZone Robotics - Sourcewell Pricing.pdf - Tuesday November 11, 2025 14:53:31
 - [Financial Strength and Stability](#) - RedZone Financial Strength and Stability Documents.zip - Tuesday November 11, 2025 07:35:16
 - [Marketing Plan/Samples](#) - RedZone Robotics - Marketing.zip - Tuesday November 11, 2025 09:35:54
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - RedZone Transaction Documents.zip - Tuesday November 11, 2025 13:37:37
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweeping_Sewer_Vacuum_Services_RFP_111125 Thu October 23 2025 03:33 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Street_Sweeping_Sewer_Vacuum_Services_RFP_111125 Fri October 17 2025 03:46 PM	<input checked="" type="checkbox"/>	2