

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Advexure LLC, 9281 Irvine Blvd., Irvine, CA 92618 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

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

Sourcewell

Advexure LLC

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

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

Approved:

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

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

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Advexure offers complimentary training programs with specific systems and solutions offerings, and we also offer paid training billed on a hourly labor rate + travel (if required). We also host trainings at our new Advexure headquarters in Southern California which participating entities can conduct training at our headquarters and training facilities.</p> <p>Different types of training we offer include: -Systems training -Operator training (Basic and advanced) -FAA Part 107 certification training -Night Operations Training -UAS Program Manager -Scenario based training (search & rescue, law enforcement, SWAT, mapping, inspections, etc)</p> <p>All training is delivered by Advexure instructors who are UAS professionals in their different fields of work. Our current instructors consist of retired law enforcement, active fire engineers, agriculture growers, utility line inspectors and solar thermography experts.</p>
41	Describe any technological advances that your proposed products or services offer.	Our suite of solutions consists of all advanced forms of UAS, unmanned technology and remotely operated vehicles. All manufacturers we represent are industry leaders in their different ways of innovating, and therefore each system or platform that Advexure carries has its own technological advantages. It is our SME's job to discern what advantages provide the best fit for our customers' respective use applications, needs and budget.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Advexure's operations have been refined over our 10-year history to operate efficiently with low electricity and gas usage. Our warehouse and fulfillment team takes pride in our box recycling program to reduce and reuse wherever possible.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given that we are not a manufacturer, Advexure does not have any such labels, ratings or certifications. As our OEM partners introduce such products, Advexure will gladly support them and they will become available to Sourcewell members.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Advexure is a State of California Certified Small Business and Micro Small Business Entity. Our Certification ID is 2021327 which is valid until 08/31/2024.</p> <p>Advexure is also registered as a small business with the SBA.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Advexure is unique in that we solely work with and sell to end users of our products and solutions. This has resulted in very deep subject matter expertise and a very strong core offering catered and designed around end users.</p> <p>Comparatively in our space, other entities, a couple larger in volume, work with end users while also selling wholesale and distributing. We are confident in Advexure's core value #4, focus on the user above all. Crafting our portfolio and solution set around the end user has enabled our team to consistently deliver an unmatched experience that is designed for the end user and not any type of middleman.</p>

Table 9: Warranty

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

Line Item	Question	Response *

46	Do your warranties cover all products, parts, and labor?	<p>Warranties vary by the manufacturer and then down to the component level for each respective product and solution. Given the broad scope of this contract and our large product portfolio of thousands of product SKUs, services and warranties, there is not an all encompassing answer regarding warranties.</p> <p>As an authorized dealer/distributor/reseller for all manufacturers contained in our portfolio offering, products purchased under the Sourcewell contract have warranties under each manufacturers' warranty policies.</p> <p>All parts used by Advexure's technicians in service, repairs and maintenance have parts warranty which varies by the manufacturer. All repairs are conducted by our manufacturer certified technicians and therefore have the manufacturing backing for warranty.</p> <p>Service labor warranty is 90 days unless otherwise described, waived or extended for particular service arrangements that vary by the manufacturer and type of service or maintenance.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Manufacturer warranty covers product failure caused by manufacturer workmanship defect and not by human error or misuse. In addition, warranties cover normal wear and tear through regular use of a product. Certain components of drones that are disposables have use or cycle count limitations. These components can include batteries, propellers and other moving parts. Specific warranty limitations on these types of components vary from manufacturer to manufacturer, and also vary from unmanned aerial vehicles to remote operated vehicle and underwater submersibles.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>No, this type of warranty is not offered in the unmanned vehicle market. The majority of warranty service can be handled without travel time and mileage expenses. Depending on the warranty service required, the product is typically sent back to Advexure (at Advexure or the manufacturer's expense) or to the manufacturer directly. These cases vary by manufacturer and also vary by solution and type of system, platform or product.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No, there are not any geographic regions in the United States or Canada where warranty repairs cannot be conducted or serviced. Sourcewell participating entities across these entire regions will be provided warranty repair and support without issue.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Advexure's high service level and commitment to being an end-to-end solution provides our customers with access to our dedicated Fleet Support Team which is available 24/7/365. This team is responsible for handling all Level 1 (L1) service and warranty matters. Warranty inquiries are initially serviced and supported directly by the Fleet Support Team, and depending on the manufacturer, they may be routed through the manufacturer's respective warranty workflow and procedure. We take great pride in being the first call for our end user partners, who prefer to speak with expertise on the other end of the phone. Our gov't and EDU customers prefer to talk to Advexure, their trusted partner, rather than a manufacturer directly. Therefore our goal is to "own" the warranty service process as much as we can, whereby the manufacturer may be involved, but only on the backend. Our team's goal is always for the end user to only have to interface with Advexure's fleet support managers as their primary POC and not be routed directly to a manufacturer.</p>	*
51	What are your proposed exchange and return programs and policies?	<p>Unmanned systems and platforms themselves are non-returnable given the high value and often custom integration and setup of these types of systems. Our solutions specialists in the pre-sale process also ensure we are conducting the necessary pre-sales consulting to ensure a system, solution, product or software is the right fit for the organization and use case.</p> <p>All other products can be returned or exchanged within 30 days if unopened. Exceptions are understood and granted under circumstances beyond a customers' control or whereby it is all parties' best interest to return or exchange a system or product to ensure the customers' success and satisfaction in the tool we're selling and how Advexure is able to support them.</p>	*

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

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

Table 11: Pricing and Delivery

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

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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