

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: TALOSYS Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TALOSYS Inc., 10620 Trenea St., Suite 230, San Diego, CA 92131 (Supplier).

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 22, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #041525) to Participating Entities. In-Scope solutions include:
 - a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
 - i) Air quality parameters;
 - ii) Lighting levels and energy usage;
 - iii) Noise levels, including gunshot and anomaly detection;
 - iv) Pedestrian and vehicle movement and presence; and,
 - v) Weather conditions.
 - b) Physical assets, poles, and mounting structures to support connected smart infrastructure systems.
 - c) Network components, gateways, controllers, communication modules, or specialized platforms necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.
 - d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

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

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

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

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

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

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

Article 3: Supplier Obligations to Participating Entities

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

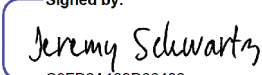
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

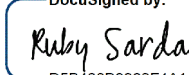
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

041525-TALO

Sourcewell

TALOSYS Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/24/2025 | 11:55 AM CDT _____

DocuSigned by:

D5B430B9963F4A1...
By: _____
Ruby Sarda
Title: President
Date: 7/24/2025 | 8:44 AM PDT _____

RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

Vendor Details

Company Name: TALOSYS Inc.

Does your company conduct business under any other name? If yes, please state: California

Address: 16776 Bernardo Center Drive, Suite 203
San Diego, California 92128

Contact: Ruby Sarda

Email: ruby@talosys.io

Phone: 858-286-7099

Fax: 858-286-7099

HST#:

Submission Details

Created On: Monday April 14, 2025 13:49:23

Submitted On: Tuesday April 15, 2025 14:36:30

Submitted By: Ruby Sarda

Email: ruby@talosys.io

Transaction #: 636c84a7-343b-4cb9-9e4f-0a37a86de789

Submitter's IP Address: 147.243.145.117

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	TALOSYS Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 8RUR8 Unique Entity ID (SAM): NQ51VNJFYVT6	*
5	Provide your NAICS code applicable to Solutions proposed.	423430 334513 334220 517919 423690 541512 541511 541519 541330 334511 334516 423830	
6	Proposer Physical Address:	TALOSYS Inc. 10620 Treena St Suite 230 San Diego, CA 92131	*
7	Proposer website address (or addresses):	www.talosys.io	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ruby Sarda, President, ruby@talosys.io, 858-286-7099 10620 Treena St Suite 230 San Diego, CA 92131	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ruby Sarda, ruby@talosys.io, 858-286-7099 10620 Treena St Suite 230 San Diego, CA 92131	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Company History and Overview Founded in 2020 and headquartered in San Diego, California, TALOSYS Inc. is a leading provider of LoRaWAN®-based smart infrastructure and environmental monitoring solutions. Our mission is to enable cities, schools, utilities, and enterprises to gain real-time insights through reliable, low-power wireless technologies. Since inception, we have built a strong reputation for delivering scalable, robust, and energy-efficient systems across North America, particularly in sectors where operational uptime, data accuracy, and remote access are critical.</p> <p>We offer a comprehensive portfolio of turnkey outdoor monitoring solutions including temperature, soil moisture, air quality, water level, water quality, noise, and weather monitoring systems, alongside advanced gateways and a cloud dashboard platform. Our systems are designed to operate autonomously in off-grid or signal-limited environments, making them ideal for both dense urban areas and remote field deployments.</p> <p>Core Values</p> <ul style="list-style-type: none"> • Innovation – We combine cutting-edge wireless technology with edge computing and AI-driven analytics to deliver future-ready solutions. • Reliability – Our products are built for real-world conditions, with durable enclosures, long battery life, resilient connectivity and proven reliability. • Customer Focus – Every solution is tailored to meet the unique needs of our clients, from school districts to environmental agencies. • Sustainability – Our systems support conservation goals by promoting efficient use of energy, water, and other critical resources. <p>Business Philosophy TALOSYS believes that smart infrastructure should be simple, scalable, and impactful. We take a solutions-first approach—advising clients, customizing deployments, and providing post-installation support to ensure long-term success. Our philosophy is rooted in partnership with the clients: understanding real-world problems and delivering technologies that make a measurable difference in the operational efficiency of the client.</p> <p>Industry Longevity and Experience in Relevant Solutions Since 2020, TALOSYS has successfully delivered monitoring systems across a variety of domains aligned with this RFP, including:</p> <ul style="list-style-type: none"> • Smart City IoT Solutions: Deployed water leak detection, utility metering, and energy monitoring solutions for municipal facilities, enabling real-time visibility and resource optimization. • Environmental & Agricultural Monitoring: Installed soil moisture and irrigation control systems for agencies such as CALFIRE and the Oklahoma Conservation Commission, supporting sustainability and labor savings. • Public Sector Deployments: Designed and implemented temperature and humidity monitoring systems for K-12 schools, laboratories, and state facilities, including the Charleston County School District, Berkeley County School Districts, and the West Virginia Department of Agriculture. • Remote Infrastructure Readiness: Engineered monitoring systems capable of operating in locations without internet, electricity, or stable cellular coverage—proving our capability to meet the most demanding field requirements. These systems are suitable for water quality, water level, and wildfire detection in remote areas.
12	What are your company's expectations in the event of an award?	<p>In the event of a master agreement award from Sourcwell, TALOSYS expects to establish a collaborative, long-term partnership focused on delivering reliable, scalable, and high-impact smart infrastructure solutions to Sourcwell's Participating Entities across the United States and Canada. Our key expectations include:</p> <ul style="list-style-type: none"> • Contract Activation & Alignment: Prompt onboarding into Sourcwell's procurement framework, ensuring alignment on pricing structure, administrative requirements, and any contract-specific terms or deliverables. • Marketing & Outreach Coordination: Joint coordination with Sourcwell's marketing team to develop and distribute co-branded collateral, promote the contract through online platforms and industry events, and raise awareness among potential end users in government, education, and enterprise domains. • Sales Enablement & Support: Active engagement with our internal sales team to educate and enable contract-specific selling strategies, integrate Sourcwell into our CRM pipeline, and assign a dedicated point of contact to support Participating Entities. • Efficient Fulfillment & Service Delivery: Seamless integration of Sourcwell orders into our existing operations for order processing, logistics, and post-sale support. We expect mutual responsiveness to ensure timely product delivery, clear communication, and resolution of any Participating Entity inquiries. • Mutual Growth & Performance Tracking: Transparent tracking and reporting of sales under the agreement, periodic performance reviews with Sourcwell, and a shared commitment to evolving the contract based on feedback, emerging technologies, and customer needs. <p>Our expectation is to not only increase the accessibility of TALOSYS smart monitoring systems but also to help Sourcwell advance its mission of delivering high-quality, competitively sourced solutions that empower public entities to operate more efficiently and effectively.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	TALOSYS demonstrates its financial strength and stability through a consistent record of responsible growth and reliable operations. To support this, we are uploading a current Dun & Bradstreet (D&B) report, which provides independent verification of our financial standing.	*
14	What is your US market share for the Solutions that you are proposing?	TALOSYS has deployed its smart monitoring solutions across US and Canada supporting government agencies, school districts, and environmental organizations. We have deployed thousands of sensors across facilities and field sites, with ever-growing adoption in temperature monitoring, soil moisture sensing, air quality, water quality, and smart city applications. We continue to expand our market share through direct contracts and cooperative purchasing agreements	*
15	What is your Canadian market share for the Solutions that you are proposing?	TALOSYS currently maintains a growing presence in the Canadian market through strategic partnerships and cross-border solution offerings. While our primary customer base is in the United States, our LoRaWAN-based smart infrastructure solutions—including air quality monitoring, water and soil monitoring, street lighting, and pedestrian/traffic flow analytics—are fully compliant with Canadian regulatory standards and have been actively promoted to public sector agencies across provinces. With a Sourcwell contract, we anticipate significantly expanding our Canadian market share by leveraging the reach of Canoe Procurement Group members and aligning our offerings with MASH sector needs. Our cloud-based platform, support capabilities, and multilingual application and documentation are already structured to serve Canadian public entities effectively.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	TALOSYS has not been involved in any bankruptcy proceedings in the past seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TALOSYS is best described as a service provider that delivers fully integrated, market-ready smart infrastructure solutions using OEM-manufactured hardware combined with our proprietary configuration, platform integration, and deployment services. We maintain direct control over the system architecture, quality standards, and post-deployment support. Our sales and support teams are internal employees of TALOSYS. We do not rely on a third-party dealer network. This direct model ensures streamlined communication, consistent service quality, and faster response times for all customer interactions, from procurement to implementation and technical support. Over time, this structure will change to suit our evolving requirements. We have a range of OEM-manufactured hardware partnerships and communication network provider partnerships.	*
18	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.	TALOSYS is a legally registered business in good standing and operates in compliance with all applicable federal, state, and local laws. For the scope of work contemplated in this RFP, no special industry licenses are mandated for our organization. However, we maintain all required business licenses for operations across the U.S. in various states. Should specific deployments require regional certifications (e.g., contractor licenses for installation), TALOSYS partners with qualified subcontractors who hold the necessary local licenses and certifications. These relationships are verified during project initiation to ensure full compliance with jurisdictional requirements. At present, no third-party certifications are legally required for the sale or deployment of the LoRaWAN-based smart infrastructure solutions we are offering; however, our hardware components comply with applicable standards such as FCC, and CE, and our cloud platform adheres to industry best practices for data security and uptime reliability.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	NA	*
21	What percentage of your sales are to the governmental sector in the past three years?	70%	*
22	What percentage of your sales are to the education sector in the past three years?	30%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	N/A	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Charleston County School District, SC	Sarah W. Bates	(843) 297-2236	*
California Department of Water Resources	Dave Bosworth	916-203-9210	*
Oklahoma Conservation Commission	Brooks Tramell	405.534.6997	*

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

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

Line Item	Question	Response *	
26	Sales force.	TALOSYS partners with a third-party sales firm that employs a team of over 10 full-time sales professionals dedicated to public sector and cooperative purchasing engagements across the United States and Canada. These individuals are trained on TALOSYS solutions and act as an extension of our internal team, managing outreach, lead generation, and proposal support for Sourcewell participating entities. TALOSYS provides consultative support to close the deals. This model provides coverage in US and Canada, ensures consistent representation of our offerings, and enables us to scale quickly based on project demand or regional interest.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	TALOSYS delivers its solutions directly, without using a traditional dealer or distributor network. Our smart infrastructure monitoring system is not an off-the-shelf product. The system is tailored to meet the specific needs of each client using standardized building blocks. This requires a consultative approach to ensure the right combination of sensors, gateways, and software is deployed for maximum value. Sales and fulfillment are handled through our dedicated third-party sales partner, while installation, configuration, training, and support are managed directly by TALOSYS. This model ensures a high level of control, consistent quality, and responsive service across the United States and Canada. By avoiding intermediary layers, we streamline communications and deliver customized, turnkey solutions aligned with the goals of Sourcewell participating entities	*

28	Service force.	<p>TALOSYS partners with a professional third-party service organization that provides nationwide installation, configuration, and technical support across the United States and Canada. This service force includes over 10 trained technicians and field engineers with experience in deploying smart infrastructure systems in diverse outdoor and industrial environments.</p> <p>All service personnel operate under TALOSYS-defined protocols and are trained on our equipment, software platforms, and deployment standards. Their work is coordinated by our in-house project management and support teams to ensure quality control and consistent client experience.</p> <p>This model allows TALOSYS to offer scalable, responsive service coverage—ensuring timely support for Sourcewell participating entities, regardless of location.</p> <p>TALOSYS manages and oversees all service operations internally, including system design, project planning, configuration, and post-deployment support. Our core team handles all remote diagnostics, firmware updates, and customer training directly.</p> <p>For physical installation work, particularly in outdoor or complex environments, we engage qualified local professionals as needed. These include licensed electricians for wiring, civil contractors for pole mounting or trenching, and specialists for tasks such as weatherproofing and hardening, structural mounting, and solar integration. All work is performed under the supervision of TALOSYS project managers to ensure compliance with our standards and client expectations. We have successfully deployed many projects using this model, the process works well.</p> <p>This hybrid model allows us to deliver expert service nationwide while maintaining full control over quality, safety, and system performance.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders may be initiated based on a standard product selection or after a collaborative discussion with TALOSYS to determine specific project requirements.</p> <p>Once the participating entity identifies the desired solution—either independently or through consultation with our team—TALOSYS provides a formal quote outlining the hardware, software, services, and subscription options. Upon approval, the entity delivers a purchase order directly to TALOSYS.</p> <p>After receiving the PO, TALOSYS confirms the order, coordinates logistics, and, if applicable, schedules installation and onboarding services. A project coordinator is assigned to manage timelines and client communication throughout the deployment.</p> <p>All equipment is shipped directly from TALOSYS, and our team oversees installation, configuration, and post-deployment support as needed. This flexible, end-to-end process ensures timely fulfillment and responsive service, regardless of how the order is initiated.</p> <p>TALOSYS manages the entire ordering process directly, ensuring a simple and efficient experience for Sourcewell participating entities.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>TALOSYS provides robust customer service and technical support through a centralized helpdesk powered by Zendesk. This platform enables ticket-based tracking, automated escalation, knowledge base access, and performance analytics—ensuring timely and transparent resolution of customer issues.</p> <p>The Client can interact with TALOSYS using any means available such as emails, slack channel, text messages, and phone calls. Regardless of the communication method used, the support system logs a history of the interactions with TALOSYS.</p> <p>Participating entities can submit service requests via email or web form, with each request automatically assigned a ticket number and categorized by urgency. Our standard response times are as follows:</p> <ul style="list-style-type: none"> • Critical Issues (System Down): Response within 2-4 business hours • High Priority (Degraded Performance): Response within 1-3 business day • Routine Inquiries or Requests: Response within 3-5 business days. <p>All installed components are backed by our comprehensive warranty for the full term of the maintenance contract. This includes shipping costs for the return and replacement of defective hardware—minimizing downtime and cost burden on the client.</p> <p>Our internal support team handles all technical diagnostics, remote troubleshooting, and coordination of any hardware replacement. For onsite issues requiring local intervention, we coordinate with certified professionals to ensure timely resolution, all under TALOSYS project oversight.</p> <p>We continuously monitor service metrics and customer satisfaction to ensure accountability. While we do not currently offer monetary incentives, our internal KPIs and customer feedback mechanisms drive consistent performance across our support team, as confirmed by our impressive customer service record.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TALOSYS is fully committed and equipped to provide its products and services to Sourcewell participating entities across the United States. We currently support clients in multiple states (MN, WV, TX, SC, CA, NJ, UT) and have experience working with a wide range of public sector agencies, including school districts, community colleges, state departments, conservation authorities, and municipal organizations.</p> <p>Our fulfillment model includes nationwide shipping, remote technical support, and regionally coordinated installation services. With a scalable service framework, dedicated project management, and a direct sales model, we can effectively meet the needs of Sourcewell entities regardless of geographic location or project scope.</p> <p>TALOSYS welcomes the opportunity to expand our reach and deliver value-driven smart infrastructure solutions to Sourcewell members throughout the U.S.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TALOSYS is fully prepared and committed to serving Sourcewell participating entities throughout Canada. Our solutions are designed to meet Canadian regulatory standards, and our hardware supports multi-band LoRaWAN frequencies compatible with Canadian networks. Documentation and support resources can be provided in both English and French as needed. We currently offer direct fulfillment to Canadian clients, including international shipping, remote configuration, and technical support. For installation services, we coordinate with local, qualified professionals while maintaining project oversight to ensure consistency with TALOSYS standards. We have participated in Canadian bids and welcome the opportunity to expand our smart infrastructure deployments across Canadian provinces and territories. We are fully capable of supporting entities within the MASH sector and Canoe Procurement Group members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>TALOSYS will develop a comprehensive marketing strategy to promote the Sourcewell contract across the United States and Canada. Our approach will be centered around vertical-specific outreach, co-branded materials, digital demand generation, and internal sales enablement—all designed to drive awareness, adoption, and purchasing activity through the cooperative framework.</p> <p>Key Elements of Our Strategy Include:</p> <ul style="list-style-type: none"> • Co-Branded Marketing Collateral: We will produce a range of tailored materials including contract summaries, vertical-specific flyers (e.g., for K12, municipal lighting, tribal water quality), and case studies demonstrating measurable impacts, such as our deployments for Charleston County School District and CalFire. • Targeted Vertical Outreach: Our campaigns are generally segmented by vertical market and geography. This includes email marketing to education procurement officers, government outreach via national associations, and pilot programs for municipal smart infrastructure initiatives. • Digital Presence & Lead Generation: We will launch a dedicated Sourcewell landing page on TALOSYS.io, optimized for cooperative purchasing terms, SEO, and featuring downloadable assets. Campaigns on LinkedIn and email are targeted to procurement officers, public works managers, and IT leads. We will also offer lead magnets like “Smart Infrastructure Procurement via Sourcewell” guides and explainer videos. • Trade Shows & Events: TALOSYS will showcase Sourcewell-approved solutions at expos such as the National League of Cities, Smart Cities Connect, and tribal and municipal conferences. We will also conduct webinars and virtual demos tailored to public-sector audiences. • Sales Team Enablement: Our third-party sales team will be equipped with a Sourcewell Playbook, FAQs, and vertical-specific scripts. A CRM-integrated SPIFF program tracks Sourcewell deals and encourages focused outreach. • Canadian-Specific Strategy: We will develop bilingual (English/French) materials and highlight alignment with the Canoe Procurement Group. Outreach will be tailored to provincial and territorial agencies through localized campaigns and participation in Canadian conferences. • Performance Tracking: Key KPIs will include the number of Sourcewell-attributed leads, collateral engagement, webinar attendance, and contract utilization by region and sector. <p>This layered and scalable marketing strategy will ensure that Sourcewell Contract is prominently featured across relevant public-sector channels and supported by measurable demand generation efforts.</p> <p>Representative marketing samples will be uploaded with our proposal.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TALOSYS leverages HubSpot and other digital tools to execute a data-driven marketing strategy that enhances outreach and optimizes engagement for the Sourcewell contract.</p> <ul style="list-style-type: none"> HubSpot CRM & Marketing Automation: We use HubSpot to manage leads, segment audiences, track campaign performance, and automate email workflows. All Sourcewell-related activities are tagged for detailed reporting on lead sources, deal stages, and conversion rates. Social Media Targeting: LinkedIn Ads are deployed to reach key public sector decision-makers such as procurement officers, public works directors, and IT managers. Targeting is refined using role-specific and regional metadata. Landing Page & SEO Optimization: A Sourcewell-specific page on TALOSYS.io will be optimized for cooperative purchasing keywords. HubSpot analytics will help us monitor traffic sources, click-through rates, and form completions to continuously refine messaging and improve lead capture. Behavioral Tracking & Retargeting: HubSpot's tracking tools allow us to analyze visitor behavior—such as page views, downloads, and webinar signups—enabling smarter retargeting and lead nurturing based on actual interest signals. Email Campaign Metrics: We use A/B testing and engagement analytics (open rates, click-through rates, response rates) within HubSpot to refine messaging and timing for segmented drip campaigns across key verticals. Content Performance Monitoring: Engagement data from flyers, videos, and case studies is reviewed regularly to determine the most effective content by sector and user type, allowing us to prioritize and adapt resources for maximum impact. <p>This integrated use of HubSpot and digital analytics empowers TALOSYS to deliver highly targeted, measurable, and adaptive marketing aligned with Sourcewell's public sector audiences.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>TALOSYS views Sourcewell as a critical partner in expanding access to competitively solicited contracts for public sector entities. Sourcewell plays an essential role in:</p> <ul style="list-style-type: none"> Legitimizing the Contract Vehicle: Providing a compliant, publicly procured agreement that agencies can trust. Expanding Awareness: Promoting awarded agreements through its procurement portal, outreach to member entities, and participation in relevant government and education networks. Facilitating Adoption: Educating members on how to purchase through the cooperative model, reducing friction in the procurement process. <p>TALOSYS will integrate the Sourcewell-awarded agreement into our sales process by:</p> <ul style="list-style-type: none"> Equipping our sales team with Sourcewell-specific training, pricing guidance, and approved collateral. Tagging Sourcewell leads in HubSpot to track opportunities and conversions. Prominently featuring the agreement on our website and in vertical-specific outreach materials. 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>TALOSYS solutions are not currently available through an e-procurement ordering system. However, we work directly with governmental and educational customers to ensure a smooth and efficient procurement process, including clear documentation, responsive support, and flexible ordering options tailored to their internal purchasing procedures.</p>	*

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

Line Item	Question	Response *	
41	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>TALOSYS provides a one-time comprehensive training session with every system installation at no additional cost. This training can be conducted either on-site or online, depending on the needs of the participating entity.</p> <p>Training Includes:</p> <ul style="list-style-type: none"> Step-by-step walkthrough of system operation and monitoring dashboard Equipment usage and maintenance instructions Hands-on training for key personnel (if on-site) Q&A session tailored to client-specific workflows <p>Supporting Materials:</p> <ul style="list-style-type: none"> Easy-to-follow user guides How-to videos for system features and common tasks <p>Refresher Training:</p> <p>To ensure long-term success, TALOSYS also offers one annual refresher training session at no additional cost, which can be delivered online and scheduled on request.</p> <p>All training is delivered directly by TALOSYS staff to ensure clarity, accuracy, and continuity throughout the life of the system.</p>	*

42	Describe any technological advances that your proposed solution(s) offer.	<p>TALOSYS solutions incorporate several advanced technologies designed to optimize performance, reduce operational overhead, and enhance long-term value for public sector clients:</p> <ul style="list-style-type: none"> • LoRaWAN Connectivity: Our systems utilize LoRaWAN technology for long-range, low-power wireless communication—ideal for large outdoor environments with limited infrastructure. • Edge Processing & Intelligent Sensing: Many of our sensors support onboard processing to reduce data transmission frequency and enable intelligent event-based reporting, conserving power and network bandwidth. • Remote Diagnostics & OTA Firmware Updates: Devices can be updated and maintained remotely, minimizing site visits and reducing downtime. • Solar-Powered Gateways & Battery-Optimized Sensors: Our solar-powered gateways with battery backup and energy-efficient sensors simplify deployments in off-grid or low-infrastructure environments with multi-year battery lifespans. • Modular & Scalable Architecture: From air quality to pedestrian flow and water quality monitoring, our platform is designed to integrate multiple sensor types under a unified platform—enabling phased, scalable deployments. • AI-Ready Analytics Dashboard: Our cloud platform supports AI and advanced analytics for trend detection, anomaly alerts, and predictive insights, empowering data-driven decision-making. <p>These technological advances ensure that TALOSYS solutions are both future-ready and highly adaptable to evolving smart city and infrastructure needs.</p>	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	<p>TALOSYS integrates AI capabilities across multiple components of its smart infrastructure platform to enhance efficiency, automate insights, and support proactive decision-making:</p> <ul style="list-style-type: none"> • Predictive Analytics: Our dashboard leverages AI to detect trends and anomalies in sensor data—enabling predictive maintenance warnings for issues like equipment failure, abnormal water usage, or air quality deterioration. • People Flow & Traffic Optimization: In pedestrian and traffic monitoring solutions, AI algorithms analyze movement patterns to provide directional flow analytics, congestion alerts, and behavior forecasting. • Automated Alerting & Threshold Learning: AI models help adjust alert thresholds over time based on historical data, reducing false alarms and improving operational focus. • Edge AI Capabilities: Select sensors include edge processing that filters and interprets raw data locally, triggering actions or alerts without needing constant cloud connectivity, improving responsiveness and energy efficiency. • Dashboard Intelligence: Our cloud platform incorporates AI to deliver smart recommendations, auto-generate reports, and support visual storytelling through dynamic, data-driven dashboards. <p>These AI enhancements help TALOSYS customers move from reactive monitoring to intelligent infrastructure management, maximizing ROI while reducing operational burden.</p>	*
44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Environmental sustainability is a core foundation in the design and deployment of our smart solutions.</p> <p>Our smart infrastructure systems are inherently eco-friendly by promoting:</p> <ul style="list-style-type: none"> • Low-Power Operation: Sensors and gateways use ultra-low-power LoRaWAN technology, minimizing energy consumption. • Solar-Powered Gateways: Select models operate entirely off-grid, reducing reliance on fossil fuel-based electricity. • Water & Energy Conservation: Our monitoring solutions help clients reduce water waste, prevent leaks, and optimize energy usage. • Minimized Maintenance Footprint: Long battery life and remote diagnostics reduce the need for vehicle-based site visits. <p>We continuously evaluate our operations and product development for opportunities to further align with sustainable and environmentally responsible practices.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our solutions are engineered with sustainability in mind, utilizing low-power components, solar-powered gateways and sensors, and long-life batteries to reduce environmental impact and support energy conservation goals. TALOSYS has not applied for any third-party eco-labels or environmental certifications yet, but we remain open to pursuing relevant certifications as energy efficiency and conservation is a fundamental mission of TALOSYS.</p>	*

46	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>TALOSYS stands out in the smart infrastructure and IoT industry by offering a modular yet unified platform specifically tailored for public sector agencies. Our end-to-end outdoor monitoring solutions incorporate sensors for air and water quality, pedestrian and traffic flow, smart lighting, and more—all managed under one integrated platform. Any combination of dashboard views can then be generated for each use case, combining the results from various sensors as required for the use case.</p> <p>What Makes TALOSYS Unique:</p> <ol style="list-style-type: none"> 1. Unified Platform with Modular Flexibility <ul style="list-style-type: none"> o Seamless Multi-Sensor Integration: Our solution accommodates different sensor types—traffic flow, water quality, noise levels, air quality—under a single dashboard. While each sensor is optimized for its specific application, all devices share the same communication protocols and data management framework. o Add-on or Phase-in Approach: Entities can start by deploying just a few sensors (e.g., traffic flow counters in key intersections) and later add modules such as environmental sensors, soil moisture, or streetlight controls. This reduces upfront costs and allows incremental upgrades without replacing infrastructure or retraining staff as the platform and core features of the platform stay constant. o Common Data Standards & Reporting: Because all sensors adhere to unified data standards, administrators can easily generate cross-domain reports—linking traffic patterns to pollution spikes, for example—without juggling disparate systems and apps. o Streamlined Maintenance & Updates: With Over-the-Air (OTA) firmware updates and centralized alerting, agencies can maintain and update different sensor types from one console. This lowers operational overhead and ensures consistent monitoring performance across multiple departments or locations. This minimizes downtime and requirement for skilled personnel to do the maintenance. 2. Optimized for Public Sector Environments <p>Our solutions are built for rugged outdoor conditions—featuring weatherproof enclosures, efficient power usage, and solar-powered gateway options ideal for remote or infrastructure-limited areas.</p> 3. Scalable, Customizable Deployments <p>Agencies can implement solutions at their own pace. Starting with a single project (e.g., air quality monitoring in high-traffic corridors) and expanding to other areas (e.g., flood-level monitoring) over time—all using the same platform.</p> 4. AI and Analytics-Driven Insights <p>Real-time dashboards, predictive alerts, and cross-sensor analytics deliver actionable intelligence, helping agencies optimize resource deployment and meet regulatory requirements.</p> 5. Direct Support Model <p>TALOSYS provides turnkey systems. We manage everything from project scoping, sensor and gateway selection, installation and configuration to ongoing support and training. There are no third-party dealers involved, ensuring consistency, accountability, and direct communication channels.</p> <p>By combining robust hardware design, operational simplicity, and public-sector expertise, TALOSYS is uniquely positioned to deliver scalable, next-generation outdoor monitoring solutions to Sourcewell participating entities.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Document attached.	*
48		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Document attached.	*
49		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Document attached.	*
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
53		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Document attached.	*
54		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Document attached.	*
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	<p>Our standard payment terms are Net 30 days from the invoice date. Our pricing and invoices have 3 components – hardware, installation & configuration, and annual subscription. The invoice for the hardware is sent out once the hardware is delivered to the client. The invoice for installation services is sent out upon completion of the installation, along with the annual subscription services for the first year. Then, the annual fees for the next year are invoiced on the anniversary date each year.</p> <p>We accept multiple methods of payment, including:</p> <ul style="list-style-type: none"> • Checks • Electronic Funds Transfer (EFT) / ACH • Wire Transfer • Major Credit Cards (Visa, MasterCard, and American Express) and Purchase Cards. • Purchase Orders (as allowed by public sector procurement policies) <p>We can also work with customers to establish milestone-based or phased invoicing schedules for large, complex projects—ensuring flexibility and smooth cash-flow management.</p>	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	We offer third-party financing options; we also offer multi-year subscription terms for annual subscriptions.	*

58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Below is an overview of the standard documents typically used when entering into a transaction under an awarded agreement.</p> <ol style="list-style-type: none"> 1. Purchase Order (PO) 2. Service Agreement / Statement of Work (SOW) <ul style="list-style-type: none"> o Used if there are custom integrations or specific professional services to be delivered. o Outlines scope of work, milestones, deliverables, and acceptance criteria. 3. Service Level Agreement (SLA) [for Subscription Services] <ul style="list-style-type: none"> o Defines performance metrics, uptime commitments, and support escalation procedures. o Clearly explains our responsibilities for troubleshooting, maintenance, and response times when issues arise. 4. Annual Subscription Agreement <ul style="list-style-type: none"> o Documents recurring data monitoring, software licensing, and ongoing warranty coverage for a fixed term. o Locks in pricing and delineates renewal processes and termination clauses. <p>Where relevant, these documents are either integrated or appended as necessary. We can adapt to a Participating Entity's existing procurement processes—such as using their own PO structure—and can negotiate additional details (like project timelines or special security requirements) collaboratively.</p> <p>All pertinent template documents—Purchase Order Terms & Conditions, Service Agreement/SOW templates, and SLAs—can be provided upon request or at contract finalization to ensure full alignment with the Participating Entity's requirements.</p>	*
59	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?	Yes, we accept P-card (Purchasing Card) procurement and payment processes. There is no additional cost to Sourcewell Participating Entities for using this method.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We offer a 12% discount on hardware (sensors, gateways) and a 6% discount on annual subscription services (which include software licensing, monitoring, support, and warranty) to Sourcewell participating entities.</p> <p>In addition, volume and bundle discounts are available for larger deployments or multi-year service agreements, allowing Participating Entities to achieve further cost efficiencies based on project scale. We have uploaded our Price List in the document upload section. This pricing sheet itemizes our primary sensor and gateway offerings, along with corresponding Sourcewell-specific discounts.</p>	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>We offer a 12% discount on hardware (sensors, gateways) and a 6% discount on annual subscription services (which include software licensing, monitoring, support, and warranty).</p> <p>In addition, volume and bundle discounts are available for larger deployments or multi-year service agreements, allowing Participating Entities to achieve further cost efficiencies based on project scale.</p>	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	<p>In addition to the above discounts, we offer tiered volume discounts based on total annual purchases. These additional discounts are applied as follows:</p> <ul style="list-style-type: none"> • \$500,001 – \$2,000,000: Additional 2% off • \$2,000,001 – \$5,000,000: Additional 4% off • Over \$5,000,000: Additional 6% off <p>We also offer custom bundle pricing and project-based discounts for multi-solution deployments or multi-year agreements.</p>	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>For “sourced” or “open market” items not covered under the standard contract, TALOSYS will provide a separate quote on a case-by-case basis. These items will be clearly identified as non-contracted, and pricing will be quoted for each such request.</p> <p>All such transactions will be fully transparent, with itemized quotes and no hidden charges. This approach ensures flexibility while maintaining consistency with the overall procurement standards of Sourcewell Participating Entities.</p>	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>TALOSYS provides a transparent and predictable pricing model. There are no fees (such as sensor activation or deactivation fees, per-user licensing fees, sensor removal charges, or costs for cellular data usage) that are not covered in the 3 price components. The following project specific elements are excluded in the standard pricing and are quoted separately.</p> <ul style="list-style-type: none"> • Custom Integrations: Fees for integrating with third-party systems or legacy infrastructure or removal of legacy hardware, if required. <p>All such items will be clearly detailed in a separate quote, with no hidden or surprise charges. These services are provided by TALOSYS or authorized partners, ensuring full control and accountability.</p>	*

65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping costs are billed separately based on destination, shipment size, and delivery method. All charges are pre-quoted and itemized in advance, with no markup. We use reliable national carriers and offer options for standard or expedited delivery. The client is responsible for applicable custom duties and tariffs on international shipments.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	TALOSYS ships hardware FOB destination using national carriers such as FedEx and UPS. For shipments to Alaska, Hawaii, Canada, and offshore locations, TALOSYS provides shipping cost quotes based on destination, weight, and service level. Shipping terms, timelines, and costs are communicated and approved in advance with no hidden fees.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TALOSYS offers direct-to-site delivery for all hardware, eliminating intermediary handling and reducing lead times. For remote or off-grid locations, we provide pre-configured, ready-to-deploy kits that simplify on-site installation. In multi-site projects, we offer staggered or phased delivery to align with deployment schedules. These flexible delivery options are designed to support streamlined implementation and reduce installation downtime.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	TALOSYS will conduct an annual self-audit to ensure compliance with the Sourcewell agreement. This includes: <ul style="list-style-type: none"> • Verifying that all Sourcewell Participating Entities have received the agreed discounts on hardware and subscription services. • Cross-referencing transactions against our submitted pricing sheet to confirm pricing accuracy. • Reviewing volume-based discount thresholds to ensure that additional discounts are correctly applied where applicable. • Maintaining a centralized log of Sourcewell-related sales to facilitate audit review and reporting. Audit findings will be documented and made available to Sourcewell upon request, ensuring continued pricing integrity and contract compliance.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	TALOSYS will track the following internal metrics to evaluate our success and continuously improve performance: <ol style="list-style-type: none"> 1. Contract Utilization Rate <ul style="list-style-type: none"> o Percentage of total sales to Sourcewell Participating Entities made through the awarded agreement. 2. Sales Growth by Sector and Region <ul style="list-style-type: none"> o Volume of sales to education, municipal, and tribal entities, tracked geographically to identify engagement trends. 3. Quote-to-Close Ratio <ul style="list-style-type: none"> o Conversion rate of proposals or quotes issued under the contract to actual orders—indicating competitiveness and demand. 4. Customer Satisfaction & Support Metrics <ul style="list-style-type: none"> o Response and resolution times via our Zendesk-based support system, along with customer satisfaction ratings (CSAT scores). 5. Repeat Purchase Rate <ul style="list-style-type: none"> o Frequency of follow-on orders from Participating Entities, reflecting satisfaction and contract value. These metrics will guide our marketing, outreach, and support strategies to ensure we deliver measurable value to Sourcewell and its members.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	TALOSYS proposes an Administrative Fee of 2% on all completed transactions made to Sourcewell Participating Entities under the awarded Master Agreement. This fee will be calculated as 2% of the total invoice value for each completed transaction and remitted to Sourcewell in accordance with the reporting schedule and terms outlined in the agreement. This proposed fee reflects our commitment to supporting the cooperative purchasing program and the value Sourcewell provides in facilitating access to Participating Entities.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered to Sourcewell Participating Entities is as good as or better than pricing typically available through other cooperative contracts, state agreements, or public agency procurements, with no hidden fees and consistent discounts applied across all eligible products and services.	*

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

Line Item	Question	Response *	
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72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>Solutions Offered by TALOSYS</p> <p>TALOSYS offers a comprehensive portfolio of smart infrastructure solutions that are modular, interoperable, and purpose-built for outdoor deployments. All solutions are supported by our unified TALOSYS Dashboards, which enables centralized data monitoring, automated alerts, predictive analytics, and seamless integration across sensor types.</p> <p>The following solutions are included in our proposal. Detailed technical datasheets for each offer will be uploaded in the "Documents" section as part of the submission.</p> <ol style="list-style-type: none"> Air Quality Monitoring System Modular LoRaWAN-compatible sensors measure CO, NO, NO₂, SO₂, O₃, PM1/2.5/10, temperature, and humidity. Suitable for regulatory and industrial air quality monitoring. Applications: Smart cities, ports, industrial zones, environmental compliance Features: Long-range wireless, solar-powered options, IP65/67 enclosures Smart Street Lighting System Integrates outdoor illuminance sensors and LoRa I/O controllers for adaptive lighting control. Applications: Daylight-responsive lighting, energy conservation, public safety Features: Relay and analog input/output support, pole or wall-mounted design Outdoor Visitor Flow Monitoring 3D stereoscopic IR sensors for accurate, bidirectional pedestrian tracking in public spaces, solar powered. Applications: Parks, trails, outdoor events, civic infrastructure Features: Privacy-preserving edge processing, IP65 housing, up to 1.5 years battery life Weather Station Solar-powered, LoRaWAN-connected weather station with support for multiple sensors including rainfall, wind speed, wind direction, barometric pressure, solar radiation, and air quality. Applications: Smart agriculture, disaster readiness, climate research Features: Modular RS485 sensor inputs, remote configuration, IP65 rated for harsh conditions Traffic Flow and Congestion Monitoring LoRaWAN-based geomagnetic and radar sensors provide accurate, real-time vehicle detection and congestion analysis. Applications: Intersection monitoring, event planning, urban mobility Features: Long battery life, IP67 rating, up to 5 miles communication range Level Monitoring Solution Combines ultrasonic and radar sensors for monitoring levels in dumpsters, manholes, water tanks, fuel tanks, and sewer systems. Applications: Waste management, stormwater monitoring, tank management Features: Internal temperature compensation, multiple sampling per uplink, OTA firmware support Soil Moisture and Irrigation Monitoring LoRa-enabled wireless system for soil moisture sensing with automated valve control. Applications: Smart agriculture, landscaping, water conservation Features: Wireless installation, IP66/67 components, valve automation, energy-efficient design Water Quality Monitoring Multi-probe system supporting pH, turbidity, dissolved oxygen, conductivity, and ORP monitoring. Applications: Surface water, wastewater, aquaculture, municipal water systems Features: IP68-rated housing, long battery life, RS485 probe support, and LoRaWAN communication <p>Each solution is designed for easy deployment and seamless integration with the TALOSYS Dashboard, which supports edge processing, alert automation, GIS mapping, role-based access, OTA updates, and advanced analytics, including AI-driven predictive maintenance and data correlation across modules.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Multi-Parameter Air Quality & Environmental Monitoring • Multi-Parameter Water Quality Monitoring Systems • Ultrasonic & Radar-Based Fill-Level Sensors (Dumpsters, fuel and water tanks, sewers) • Anonymous mmWave Radar technology Pedestrian Counting Sensors • Geomagnetic/Radar Vehicle Detection & Traffic Flow Analytics • Smart Lighting Automation with Illumination Feedback Loops • Agricultural Soil Moisture & Valve-Controlled Irrigation Systems • Solar-Powered Weather Station Solutions • Outdoor IoT Gateways with Cellular, GPS, and Edge Processing

74	Describe how your solutions ensure data privacy, security, and compliance.	<p>TALOSYS solutions are built from the ground up with a strong emphasis on data protection, secure communication, and regulatory compliance. We integrate security at every layer—device, network, and platform—ensuring that our systems meet or exceed the requirements of public sector and enterprise deployments.</p> <ol style="list-style-type: none"> Secure Data Transmission <ul style="list-style-type: none"> LoRaWAN Encryption: All sensor data is encrypted using AES-128 at the network and application layers, per LoRaWAN specifications. Dashboard Security: Web-based access to the TALOSYS Dashboard is protected via HTTPS (TLS/SSL) encryption and role-based access controls. Device and Network Security <ul style="list-style-type: none"> End-to-End Device Authentication: All sensors and gateways authenticate before transmitting data, preventing spoofing or unauthorized access. Firewalls & Access Lists: Gateways and servers are secured with firewalls, and configurable access control lists prevent intrusion. Edge Processing: Local data buffering and pre-processing on the gateway reduce attack surfaces and ensure continuity during outages. User Access & Control <ul style="list-style-type: none"> Role-Based Permissions: Administrators can define access by role—such as Viewer, Manager, or Admin—to limit exposure to sensitive configurations and data. Audit Logs: All user activity (e.g., logins, threshold changes, alert acknowledgments) are recorded and timestamped for accountability. Compliance & Data Retention <ul style="list-style-type: none"> Retention Policies: The platform supports configurable data retention settings to meet requirements from EPA, USDA, HIPAA, and other state and federal regulations. Compliance Exports: Historical logs can be exported in standard formats for audits, inspections, or public records compliance. Resilience & Redundancy <ul style="list-style-type: none"> Redundant Gateways: Multi-gateway support ensures continued operation even if one path fails. Failover Communications: Gateways support cellular fallback and local data logging for offline buffering and sync-on-reconnect behavior. <p>TALOSYS continually monitors evolving security standards and integrates new features such as anomaly detection, remote firmware patching, and compliance reporting to meet the rigorous needs of public sector deployments.</p>
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	<p>TALOSYS solutions are engineered with open standards, modular architecture, and API-driven design to ensure seamless interoperability with legacy systems, third-party platforms, and future infrastructure enhancements.</p> <ol style="list-style-type: none"> Standards-Based Communication <ul style="list-style-type: none"> All sensors and gateways use LoRaWAN®, an open protocol widely adopted in smart infrastructure projects. Our gateways support integration with third-party network servers and multi-backhaul options (cellular, Ethernet, satellite), allowing compatibility with varied deployment environments. Centralized, Flexible Platform <ul style="list-style-type: none"> The TALOSYS Dashboard serves as a unified monitoring platform, supporting multi-sensor, multi-vendor data streams through secure APIs and modular plug-ins. Open APIs for Integration <ul style="list-style-type: none"> RESTful APIs and webhook support allow easy integration with: <ul style="list-style-type: none"> SCADA systems GIS platforms Municipal data warehouses Public alert systems Custom-built dashboards Using RS485 and SDI-12 to LoRaWAN converter devices to enable legacy systems for the wireless LoRaWAN platform. Future-Proof Architecture <ul style="list-style-type: none"> Modular hardware design supports plug-and-play addition of new sensor types without redesigning the system. Over-the-Air (OTA) firmware updates ensure devices remain up to date without physical servicing. Machine-learning-ready analytics modules are built to scale with evolving use cases, including predictive analytics and cross-sensor insights. Real-World Compatibility <ul style="list-style-type: none"> TALOSYS systems are designed to be easily integrated with existing SCADA, water infrastructure, and school IT systems—demonstrating adaptability in diverse municipal, education, and enterprise ecosystems. <p>By maintaining adherence to open standards, enabling robust API access, and designing with modularity and scalability in mind, TALOSYS ensures our systems are not only interoperable today but also resilient and adaptable for the future.</p>

Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires**.

☐ We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *
76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.	<p>Supported Communication Protocols</p> <p>TALOSYS solutions are built with interoperability and flexibility in mind, utilizing industry-standard communication protocols to ensure compatibility across diverse infrastructure systems.</p> <ol style="list-style-type: none"> 1. LoRaWAN® (Primary Protocol) <ul style="list-style-type: none"> • All TALOSYS outdoor sensors and gateways operate on LoRaWAN (v1.0.3 and above) for long-range, low-power wireless communication. • Supports Class A and Class C devices for adaptive and event-driven communication needs. 2. API Integration <ul style="list-style-type: none"> • The TALOSYS Dashboard and backend system provide RESTful APIs and Webhook support for seamless integration with third-party platforms. • Enables connectivity with: <ul style="list-style-type: none"> o SCADA systems o Asset management tools o GIS and city dashboards o Lighting and utility control systems 3. RS485 / MODBUS <ul style="list-style-type: none"> • Several TALOSYS sensors, including water quality and weather stations, use RS485 for probe-level communication. • MODBUS RTU protocol is supported at the device level for sensor communication and gateway integration. 4. DALI / 0-10V (Lighting Integration) <ul style="list-style-type: none"> • TALOSYS smart streetlight systems integrate with DALI or 0–10V dimming controls via the LoRa I/O controller, allowing compatibility with common lighting control standards. 5. MQTT (Optional for Custom Integration) <ul style="list-style-type: none"> • MQTT support is available for custom edge-processing and IoT platform integrations upon request, especially where local servers or real-time feeds are required. <p>By leveraging open, widely supported protocols—LoRaWAN, RESTful APIs, RS485, SDI-12, and DALI—TALOSYS ensures its sensor systems and smart luminaires can integrate easily into both legacy and modern infrastructure ecosystems.</p>
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	<p>TALOSYS outdoor sensors are designed for robust and reliable communication in diverse, often challenging, environments. Our solutions primarily use wireless transmission methods, with select sensors supporting wired interfaces for specialized applications.</p> <ol style="list-style-type: none"> 1. Wireless Communication – LoRaWAN® <ul style="list-style-type: none"> • Primary Transmission Method: All TALOSYS sensors use LoRaWAN® for long-range, low-power wireless data transmission. • Range: Up to 10 km line-of-sight in rural areas; 1–3 km in urban settings. • Reliability Features: <ul style="list-style-type: none"> o Adaptive Data Rate (ADR): Dynamically adjusts data rates based on signal quality to optimize performance and battery life. o Multi-Gateway Support: Sensors can connect to multiple gateways, enabling failover redundancy. o End-to-End Encryption: AES-128 encryption ensures data security during transmission. 2. Wired Interfaces (for Specific Use Cases) <ul style="list-style-type: none"> • RS485 Communication: Select sensors (e.g., water quality probes, weather stations) use RS485 for local sensor-to-transmitter communication. • MODBUS RTU Protocol: Enables structured and robust communication between devices before transmitting data wirelessly via LoRaWAN. 3. Backhaul & Gateway Reliability <ul style="list-style-type: none"> • TALOSYS gateways support cellular (3G/4G), Ethernet, and future satellite backhaul to ensure reliable upstream communication. • Battery Backup & Solar Power: Gateways in remote deployments include solar panels and batteries, allowing uninterrupted operation. 4. Local Data Buffering <ul style="list-style-type: none"> • Gateways and some sensors feature offline storage and delayed sync, ensuring no data loss during temporary outages. • Data is automatically transmitted once connectivity is restored. <p>Through a combination of long-range wireless transmission, redundant gateway coverage, robust local protocols, and intelligent buffering, TALOSYS solutions provide resilient, always-on communication—even in remote or infrastructure-limited deployments.</p>

78	If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability.	<p>TALOSYS smart lighting and sensor solutions are built around LoRaWAN®, an open, long-range wireless protocol that supports scalable, low-power connectivity for smart infrastructure deployments with 237 million devices already deployed all over the world. While our solutions do not use Zhaga-D4i interfaces, they are designed to be highly interoperable and adaptable to evolving standards and technologies through the following principles:</p> <ul style="list-style-type: none"> • Modular and Upgradeable Design: TALOSYS devices are designed for quick installation and future scalability. Components can be replaced or upgraded without modifying the underlying infrastructure. • Standards-Based Communication: All devices communicate via LoRaWAN, ensuring broad compatibility across existing and future smart city networks. • Platform Integration Flexibility: Our centralized dashboard supports RESTful APIs and can integrate with other platforms and systems, allowing for flexible control and data sharing. <p>TALOSYS remains committed to open, vendor-neutral solutions that prioritize ease of deployment, long-term flexibility, and alignment with the interoperability goals of Participating Entities.</p>
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Table 7C: Physical Assets, Poles, and Mounting Structures

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures**.

☐ We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	<p>TALOSYS solutions are engineered for rugged outdoor deployment, with mounting structures and enclosures purpose-built to withstand harsh weather, extreme wind speeds, physical stress, and long-term environmental exposure. Our systems prioritize both durability and installation flexibility, ensuring reliable performance across a wide range of climates and use cases.</p> <ol style="list-style-type: none"> 1. Industrial-Grade Enclosures <ul style="list-style-type: none"> • All sensors and gateways are housed in IP65 to IP68-rated enclosures, offering protection against dust, heavy rain, humidity, and particulate intrusion. • Materials include UV-resistant polycarbonate, corrosion-resistant metals, and weather-sealed gaskets to prevent moisture ingress and thermal degradation. 2. Versatile Mounting Options <ul style="list-style-type: none"> • Devices are designed for pole, wall, ceiling, or angled surface mounting, supporting both fixed and adjustable installations. • This flexibility enables adaptation to a variety of locations such as utility poles, building walls, light posts, or custom infrastructure (e.g., buoys for water quality monitoring). 3. Environment-Specific Mounting Accessories <ul style="list-style-type: none"> • For soil and irrigation sensors: Waterproof and impact-resistant enclosures are mounted directly to stake-in-ground or pipe-supported structures. • For level sensors (manholes, dumpsters, tanks): Vertical and angled mounting brackets ensure correct orientation in confined or open environments. For tanks, NTP standard threads are built into the sensor for ease of installation. • For weather and air quality systems: High-elevation pole mounts and vibration-dampened brackets improve exposure accuracy and data stability. 4. Wind, Impact, and Wildlife Resistance <ul style="list-style-type: none"> • Gateways and external antennas (including Photon solar-powered units) are tested to withstand wind speeds up to 150 km/h. • Protective hardware options include rodent-resistant conduits, anti-tamper fasteners, and shock-absorbing housing, especially critical for remote and public deployments. 5. Adaptability for Upgrades or Relocation <ul style="list-style-type: none"> • Modular sensor design allows units to be relocated or reconfigured without altering mounting infrastructure. • This adaptability supports future upgrades or changes in monitoring zones without major additional cost or downtime. • Since the devices are wireless, it is much easier to relocate them as needed relative to wired devices. <p>Through rugged materials, flexible mounting options, and proven environmental resilience, TALOSYS ensures that all sensor and gateway deployments remain stable, secure, and operational in extreme conditions—from deserts and coastal areas to dense urban environments and remote terrains.</p>

Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers,**

Communication Modules, or Specialized Platforms.

■ We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *
80	Describe what redundancy features are built into your network components to ensure continuous operation.	<p>TALOSYS designs its network architecture with multi-layered redundancy to ensure uninterrupted data flow and reliable sensor operation, even in challenging or remote environments. Our approach minimizes single points of failure and supports mission-critical monitoring applications.</p> <p>1. Multi-Gateway Redundancy</p> <ul style="list-style-type: none">• Sensor Failover Capability: LoRaWAN sensors can connect to multiple gateways simultaneously, enabling automatic failover if a primary gateway becomes unavailable.• This ensures continuous data transmission without requiring reconfiguration. <p>2. Redundant Backhaul Options</p> <ul style="list-style-type: none">• TALOSYS gateways support multiple backhaul paths, including:<ul style="list-style-type: none">o 4G/3G Cellularo Etherneto (Planned) Satellite Integration with Photon Gateway (2026)• In the event of cellular or wired outages, fallback to alternative backhaul ensures uplink continuity to the cloud. <p>3. Local Data Buffering</p> <ul style="list-style-type: none">• Gateways and some sensors include internal storage to buffer data during connectivity disruptions.• Data is automatically uploaded once the connection is restored, ensuring no data loss during outages. <p>4. Edge Processing Capabilities</p> <ul style="list-style-type: none">• Select gateways (e.g., Photon) support edge-level data preprocessing, reducing reliance on constant upstream communication and enabling local decision-making (e.g., event-based alerts). <p>5. Power Redundancy</p> <ul style="list-style-type: none">• TALOSYS Photon Gateways are equipped with solar power and internal batteries, ensuring autonomous operation for 100+ hours in power-loss scenarios.• Standard outdoor gateways can also be equipped with UPS or backup battery modules for temporary power continuity. <p>6. Cloud Server Redundancy</p> <ul style="list-style-type: none">• The TALOSYS Dashboard supports active/passive server clustering to maintain high availability in the event of cloud infrastructure issues.• Load balancing and failover mechanisms ensure uninterrupted access to data and alert systems.• The servers store data in geographically distributed locations within the United States to ensure higher reliability of data integrity in the event of a natural disaster. Together, these features create a resilient and fault-tolerant network architecture that meets the uptime expectations of public agencies, municipalities, and other critical infrastructure users.

81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	<p>The TALOSYS Dashboard is a centralized, web-based platform designed to monitor, control, and manage a wide range of smart infrastructure assets across outdoor environments. It brings together data from multiple sensor types into one intuitive interface, enabling real-time decision-making, operational efficiency, and long-term planning.</p> <p>A detailed system description of the TALOSYS Dashboard will be uploaded in the document section of this proposal submission for reference.</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Real-Time Monitoring <ul style="list-style-type: none"> o Live sensor readings displayed via auto-refreshing charts, tables, and maps o Visual alerts and color-coded markers for sensor status and health • Centralized Control & Automation <ul style="list-style-type: none"> o Remote sensor configuration and over-the-air (OTA) firmware updates o Custom triggers for automated responses (e.g., alert if water level exceeds threshold) • Advanced Alerts & Notifications <ul style="list-style-type: none"> o Multi-level thresholds with configurable escalation workflows o SMS, email, and push notification support • Asset Management <ul style="list-style-type: none"> o Grouping, tagging, and role-based management of devices o Maintenance scheduling and built-in audit logs for compliance tracking • Reporting & Analytics <ul style="list-style-type: none"> o Scheduled and on-demand reports in PDF/Excel formats o Trend visualization, data export, and multi-sensor correlation (e.g., traffic vs. air quality) • Scalable, Modular Design <ul style="list-style-type: none"> o Easily integrate new sensor types without redesigning the platform o RESTful API and webhook support for external systems and dashboards • Secure Multi-User Access <ul style="list-style-type: none"> o Role-based permissions for different teams and departments o Full data encryption and compliance-aligned architecture <p>By unifying diverse sensor systems under a flexible and secure platform, TALOSYS provides Participating Entities with a reliable foundation for smart infrastructure management today—and into the future.</p>
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	<p>The TALOSYS Dashboard is designed to consolidate data from a wide range of sensors and data sources into a single, user-friendly platform for real-time monitoring, control, and analysis.</p> <p>A detailed dashboard system description will be uploaded in the document section of this proposal for further reference.</p> <p>Key Capabilities:</p> <ul style="list-style-type: none"> • Multi-Sensor Integration <ul style="list-style-type: none"> o Supports diverse data sources including LoRaWAN-enabled sensors for air quality, water quality, soil moisture, traffic flow, noise, weather, pedestrian counting, and smart lighting. o Compatible with sensors using RS485, analog inputs, and digital I/O, enabling local integration before data is transmitted wirelessly. • Unified Interface <ul style="list-style-type: none"> o All sensor modules operate within a shared interface, allowing users to monitor real-time data across multiple infrastructure types from a single dashboard. o GIS-based visualization overlays all sensor locations and statuses on a map for spatial context and ease of navigation. • Cross-Domain Correlation <ul style="list-style-type: none"> o Enables data fusion across sensor types—for example, cross-referencing rainfall and manhole levels to predict flood risk, or comparing traffic congestion and air pollution. o Customizable dashboards and widgets allow users to design views tailored to their operational needs. • Extensible Architecture <ul style="list-style-type: none"> o Open RESTful APIs and webhook support allow third-party data sources—such as SCADA systems, public weather feeds, or utility data—to be integrated into the platform. o Future data sources can be added without structural redesign, ensuring adaptability as monitoring needs evolve. • Centralized Reporting & Alerts <ul style="list-style-type: none"> o Aggregates sensor events into consolidated logs and alerts, enabling unified response strategies across departments or sites. <p>By supporting real-time, cross-sensor monitoring and seamless data integration, the TALOSYS Dashboard provides Participating Entities with a holistic view of their infrastructure ecosystem, enabling faster responses, better planning, and smarter operations.</p>

Table 7E: Integration with Turnkey Services

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services**.

■ We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	<p>TALOSYS offers flexible service levels to accommodate a variety of deployment needs, ranging from technology-only delivery to full turnkey implementations. Our goal is to provide Participating Entities with scalable options that match their internal capabilities, site readiness, and operational goals.</p> <p>1. Turnkey Solutions (Preferred Offering)</p> <p>TALOSYS specializes in end-to-end, turnkey deployments where we manage the entire lifecycle of the project:</p> <ul style="list-style-type: none"> • Site Assessment & System Design • Hardware Supply (Sensors, Gateways, Accessories) • Installation & Mounting (indoor, outdoor, and rugged environments) • Network Setup and Configuration • Dashboard Deployment and User Onboarding • Training, Documentation & Support • Warranty and Ongoing Maintenance <p>This model ensures that Participating Entities can achieve fully operational, integrated systems without requiring specialized internal resources.</p> <p>2. Technology/Infrastructure-Only</p> <p>For entities with internal technical capacity or local contractors, TALOSYS offers:</p> <ul style="list-style-type: none"> • Hardware Only (sensors, gateways, power accessories) • Dashboard Access with Remote Support • Documentation and Configuration Files • Optional consulting for design and optimization <p>This approach is suitable for self-managed deployments or procurement of preconfigured devices to integrate into existing systems.</p> <p>3. Hybrid Model (Collaborative Deployment)</p> <p>TALOSYS can also support collaborative implementations where:</p> <ul style="list-style-type: none"> • Local teams perform installations with remote assistance and validation from TALOSYS. • TALOSYS handles network and dashboard integration, training, and support. • Participating Entities benefit from cost efficiencies without sacrificing expert guidance. <p>All service levels are supported by our centralized TALOSYS Dashboard and our Zendesk-based support ticketing system, ensuring consistent post-deployment service regardless of implementation type.</p>

84	<p>Describe your proposed maintenance plans and schedules.</p> <p>Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.</p> <p>Include pricing for such maintenance in your proposal.</p>	<p>TALOSYS solutions are designed for low-maintenance, long-term outdoor operations, with sensors featuring battery life of 5 years or more and rugged enclosures that minimize servicing needs. While our system requires minimal manual intervention, we provide a robust maintenance framework to support Participating Entities throughout the lifecycle of the deployment.</p> <p>Pricing for all maintenance services is included in the Price List file uploaded with this proposal.</p> <ol style="list-style-type: none"> 1. Minimal Maintenance by Design <ul style="list-style-type: none"> • Most TALOSYS sensors are wireless and battery-powered with lifespans exceeding 5 years, significantly reducing the frequency of servicing. • Rugged enclosures (IP65–IP68) and weather-resistant mounting options minimize environmental wear and tear. • Remote configuration and health monitoring reduce the need for on-site adjustments. 2. Routine Maintenance <ul style="list-style-type: none"> • Optional annual inspections, depending on sensor type and operating environment. <ul style="list-style-type: none"> o Battery status review (though typically unnecessary for first 5+ years) o Physical inspection for damage, debris, or obstruction o Calibration checks for select environmental sensors (e.g., air or water quality) 3. Remote Monitoring & Diagnostics <ul style="list-style-type: none"> • TALOSYS Dashboard enables continuous remote monitoring of all sensor devices: <ul style="list-style-type: none"> o Battery levels, signal strength, and sensor activity o Alerts for downtime, data irregularities, or health degradation • Proactive support and diagnostics are initiated remotely, often resolving issues without a site visit. 4. Emergency Repairs <ul style="list-style-type: none"> • In the rare event of a sensor or network failure: <ul style="list-style-type: none"> o Remote troubleshooting and reconfiguration o Replacement hardware dispatched with prepaid return shipping o Covered under warranty for the full term of the maintenance contract 5. Software & Firmware Updates <ul style="list-style-type: none"> • Over-the-Air (OTA) firmware updates ensure sensors and gateways stay current with minimal disruption • TALOSYS Dashboard software receives periodic enhancements to improve performance, user experience, and security 6. Support Access <ul style="list-style-type: none"> • Zendesk-based ticketing system for streamlined support requests and status tracking • Ongoing user training and documentation updates provided as part of the annual subscription <p>TALOSYS's maintenance approach balances long-lasting, low-touch hardware with responsive and proactive support, ensuring Participating Entities benefit from maximum uptime and minimal operational burden.</p>
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85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	<p>Example Project and Deployment Process</p> <p>Project: Soil Moisture Monitoring System in remote locations in limited infrastructure environments</p> <p>Client: Oklahoma Conservation Commission</p> <p>Note: A detailed case study has been uploaded in the Documents section of this proposal.</p> <p>Project Overview</p> <p>TALOSYS deployed a combined Multilevel Soil Moisture and Weather Monitoring System in a remote region with no electricity, unreliable cellular coverage, and no wired Internet access. The solution was engineered to provide accurate, real-time environmental insights under extreme field conditions with minimal maintenance.</p> <p>Deployment Process Outline</p> <ol style="list-style-type: none">1. Planning & Environmental Assessment<ul style="list-style-type: none">o Conducted a thorough assessment of terrain, vegetation, solar exposure, and climatic conditions.o Identified spots with limited cellular connectivity and weather-related risks to ensure optimal sensor placement and connectivity. This location was in a high wind area with windmills all around.o Collaborated with the client to define environmental thresholds, reporting frequency, and alert preferences.2. Custom Solution Design<ul style="list-style-type: none">o Selected solar-power source for the LoRaWAN gateways, and battery-powered soil moisture sensors and multi-parameter weather stations with long battery life and IP-rated enclosures.o Designed the network with off-grid energy sources, multi-network SIM fallback, and onboard data buffering for periods of signal loss.3. Pre-Deployment Configuration<ul style="list-style-type: none">o Configured sensors and gateways with preloaded thresholds, alert logic, and dashboard profiles.o Integrated protective enclosures, rodent-resistant conduits, and mounting kits tailored for rugged outdoor use. Enclosed gateways and sensors in cattle-guard fenced areas.4. Field Deployment<ul style="list-style-type: none">o Performed quick, low-impact installations using stake-in-ground and pole-mount systems for soil and weather units.o Verified signal quality, solar charging, and data transmission integrity onsite. Made appropriate changes as needed.5. Platform Integration & Testing<ul style="list-style-type: none">o Connected all devices to the TALOSYS Dashboard, enabling real-time visualization, automated alerts, and scheduled weather and soil reports.o Completed testing with simulated threshold triggers and ensured end-user access and usability.6. Operational Impact<ul style="list-style-type: none">o Maintained 100% uptime through extreme conditions using remote monitoring, long-life components, and solar power.o Enabled data-driven decisions for environmental monitoring, reducing labor and increasing operational efficiency. <p>Outcome</p> <p>This deployment showcases TALOSYS's capacity to deliver fully autonomous environmental monitoring solutions in infrastructure-challenged remote areas. The modular nature of the system allows it to be scaled or adapted for use in agricultural fields, school campuses, and municipal green infrastructure initiatives.</p>
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Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Catalog_Price_Sheet.pdf - Tuesday April 15, 2025 12:32:59
 - [Financial Strength and Stability](#) - DnB Ratings.pdf - Tuesday April 15, 2025 10:33:34
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.pdf - Monday April 14, 2025 23:13:12
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - TALOSYS Proposal - RFP041525.pdf - Tuesday April 15, 2025 14:34:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	<input checked="" type="checkbox"/>	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	<input checked="" type="checkbox"/>	1