

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: Signify North America Corporation**

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 Signify North America Corporation, 400 Crossing Blvd., Suite 600, Bridgewater, NJ 08807 (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 platform 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.
- 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 process for scoping and pricing projects 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 compliant with the specific product specifications and with Supplier's warranty policy, copies of which can be found at <https://www.signify.com/en-us/products> and <https://www.signify.com/en-us/support/warranties>.
- 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, but only to the extent applicable and only to the extent that a Participating Entity expressly and exactly specifies to Supplier in a written notice and prior to any affected transactions concerning Included Solution(s) being consummated between Supplier and Participating Entity: (1) which federal regulations are applicable to such affected transactions (“Applicable Federal Regulations”); and (2) to which affected transactions will such Applicable Federal Regulations apply (“Affected Transactions”). The consummation of any Affected Transactions and the applicability of the Applicable Federal Regulations to Supplier shall require Supplier’s prior, express and written agreement signed by a duly authorized signatory of Supplier, without which there shall be no obligation by Supplier to consummate any such Affected Transactions or to sell, supply or provide any Products to any Participating Entity on any such Affected Transactions:

- 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.** Only 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.** Only 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.** Only 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.

For the avoidance of doubt and although Supplier may consider and review certain purchase requests, Supplier makes no representations or warranties with respect to compliance of all Included Solution(s) with the Buy American Act and/or the Trade Agreements Act through this Master Agreement. Participating Entity shall expressly and exactly specify to Supplier in a written notice and prior to any affected transactions concerning Products being consummated between Supplier and Participating Entity: (1) which trade laws, such as, without limitation, the Buy American Act and/or the Trade

Agreements Acts, are applicable to such affected transactions ("Applicable Trade Laws"); and (2) to which affected transactions will such Applicable Trade Laws apply ("Impacted Transactions"). The consummation of any Impacted Transactions and the applicability of the Applicable Trade Laws to Supplier shall require Supplier's prior, expressed and written agreement signed by a duly authorized signatory of Supplier, without which there shall be no obligation by Supplier to consummate any such Impacted Transactions or to sell, supply or provide any Products to Participating Entity on any such Impacted Transactions.

## **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, and Sourcewell's consent shall not be unreasonably withheld, conditioned, or delayed. Sourcewell reserve 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 the 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 third party claims, including reasonable attorneys' fees, actually incurred by Sourcewell to the extent caused by Supplier in the performance of this Agreement, provided that this indemnification obligation shall only be with respect to third party claims of damages or losses arising from or related to: 1) injury to or death of person(s) or property (excluding damage to any products purchased from Supplier); or 2) claims that the products or services

provided by Supplier infringe a third party's intellectual property rights. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

**IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILITY OF SUPPLIER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WILL IN NO CASE EXCEED THE GREATER OF (i) TWENTY (20) PERCENT OF THE PRICES PAID TO SUPPLIER FOR PRODUCTS OR SERVICES PURCHASED BY PARTICIPATING ENTITIES UNDER THIS AGREEMENT OR (ii) THE APPLICABLE GENERAL AGGREGATE LIABILITY LIMIT OF SUPPLIER'S COMMERCIAL INSURANCE POLICY AS REQUIRED HEREIN IN SECTION 22 (a) AT THE FOURTH BULLET POINT.**

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 only 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 the trademarks solely as provided by Supplier and used for performing the services of the Agreement in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell in strict accordance with Supplier's branding guidelines, available at <https://www.brandportal.signify.com/>.

b) **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 and all specific guidance provided in writing by the other Party.
- ii) Neither party may register any company name or domain name that includes the trademarks of the other party.

c) **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.

- d) **Non-Registration.** Parties are forbidden and shall not register any company name or domain names which include the other party's intellectual property, including trademark, trade dress, or any portion thereof.
- 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 or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the party receiving notice will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the other party'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. Supplier's Proposal includes the following terms which will apply, as mutually agreed upon, to the sale of Included Solutions to Participating Entities:

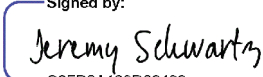
- a) <https://www.signify.com/en-us/support/warranties>,
- b) <https://www.signify.com/global/conditions-of-commercial-sale/us-en>,
- c) <https://www.signify.com/en-us/products>,
- d) [d 20231012-terms-of-software-services-signify-version-3-2-october-2023.pdf](#),
- e) <https://www.signify.com/en-us/support/lifecycle-services>, and
- f) <https://www.signify.com/global/legal/digital-terms>

all of which can be found attached hereto or linked herein.

- 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 as part of Supplier's standard terms and conditions of sale. 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 and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.



8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell  
Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/26/2025 | 10:20 PM CDT

Signify North America Corporation  
Signed by:  
  
By: D4EEB887360C4F2...  
Maureen Bair  
Title: Chief Financial Officer  
Date: 9/25/2025 | 8:04 AM CDT

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

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## Vendor Details

Company Name:	Signify North America Corporation
Does your company conduct business under any other name? If yes, please state:	Signify
Address:	400 Crossing Blvd Suite 600 Bridgewater, NJ 08807
Contact:	Cindy Malinchak
Email:	cindy.malinchak@signify.com
Phone:	848-702-8079
HST#:	04-3391805

## Submission Details

Created On:	Tuesday February 25, 2025 08:33:46
Submitted On:	Tuesday April 15, 2025 12:17:53
Submitted By:	Rubens Costa
Email:	rubens.v.costa@signify.com
Transaction #:	2cc6530b-f25d-419d-91ec-c39b957b8f27
Submitter's IP Address:	147.243.189.22

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## 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.	Signify North America Corporation	*
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).	Only Signify will execute a master agreement with Sourcewell. Certain business development activities may be supported by Signify sales agents (third parties). Signify also works with lighting distributors across the US and Canada who can process orders and store materials locally if desired by a Participating Entity. All applicable services will be performed by Signify.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Signify’s CAGE Code is 49D59.	*
5	Provide your NAICS code applicable to Solutions proposed.	335121, Residential Electric Lighting Fixture Manufacturing 335122 (primary), Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing 335129, Other Lighting Equipment Manufacturing 541519, Other Computer Related Services 541990, All Other Professional, Scientific, and Technical Services 561210, Facilities Support Services	*
6	Proposer Physical Address:	400 Crossing Blvd, Suite 600; Bridgewater NJ 08807	*
7	Proposer website address (or addresses):	<a href="https://www.signify.com/en-us">https://www.signify.com/en-us</a>	*
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):	Alfonso Roldan Kerguelen, Chief Financial Officer 400 Crossing Blvd Suite 600 Bridgewater NJ 08807 alfonso.roldan@signify.com 973-651-7263	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Cindy Malinchak Systems & Services Sales Leader 848-702-8079 cindy.malinchak@signify.com	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Correia, Systems Sales Specialist; antone.correia@signify.com; 508-309-0291	*

**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>Signify is the global leader in LED and connected lighting. Founded as Philips in Eindhoven, the Netherlands, we've led the lighting industry with innovations that have served business, municipalities and consumers since 1891. In May 2016, we separated from Philips, and in 2018 we changed our name to Signify. This name points to the power of lighting to connect and convey new meanings in this digital age.</p> <p>Signify has led the global shift to energy-efficient LED lighting, carefully managing the transition of our manufacturing operations around the world. In the process, we achieved something few transitioning companies have done: we increased market share and reduced costs in our shrinking conventional business, generating cash to invest in new innovations. Today we sell more LED lighting and any other company and hold more than 19,500 LED patents. We go to market through more than 50 brands, the most famous of which remains Philips.</p> <p>From our very first lighting filaments in 1891 to the most advanced connected lighting systems of today, Signify is constantly seeking ways to develop and improve upon lighting, to increase its power and sustainability, and enhance a person's experience with light. Signify's commitment to research and product development has led to unprecedented innovation and positioned Signify as a world leader in technology.</p> <p>A company with a purpose</p> <p>We start with our purpose, to unlock the extraordinary potential of light for brighter lives and a better world. We achieve this through living our values, innovation, passion for sustainability and desire to transform people's lives. While we're committed to delivering high quality energy efficient light, we've also set ourselves ambitious sustainability targets to double our positive impact on the environment and society.</p> <p>Our sustainability efforts have been recognized through inclusion in the Dow Jones Sustainability Index for eight consecutive years, and a Platinum medal from EcoVadis, which places us in the top 1% of companies assessed.</p> <p>In parallel, through our Signify foundation, we support humanitarian initiatives such as providing solar-powered lighting for remote, off-grid communities to stimulate social and commercial activity.</p> <p>Continuous Innovation</p> <p>Signify continues to innovate in LED lighting and is leading the industry's expansion to lighting systems in both the professional and consumer markets. Our position as the industry leader in connected lighting, makes Signify the lighting company for the Internet of Things (IoT). Our connected lighting offerings bring light and the data they collect to devices, places and people, redefining what light can do and how people use it.</p> <p>More than just a manufacturer of lights, Signify offers a breadth of experience and expertise to support our customers' goals well into the future. Customers can count on Signify's Public Sector team, which has a broad knowledge of the local market and ecosystem, to act as a strategic partner and recommend the best suite of offerings for each part of a city. One of our core strengths is the ability to manage and coordinate large programmatic efforts in conjunction with municipalities, departments of transportation, community organizations and private companies. Signify's streetlighting and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Signify would first expect to engage in discussions with Sourcwell to finalize a mutually beneficial Master Services Agreement.</p> <p>Once the agreement is in place, Signify would expect to be added to Sourcwell's website as an approved supplier, in such a way that interested customers can find information about our company and offerings when searching the website. We would expect the online listing to include a way for prospective customers to contact Signify to inquire about products and services and, if applicable, to request a project-specific quote.</p> <p>In addition, we anticipate that there will be many opportunities for Signify's sales team and agent partners to refer prospective customers to the Sourcwell program to simplify the procurement process for whichever products and services they may be considering through our marketing and selling efforts. Signify has a vast network of agents across the United States and Canada and will leverage this agent network to deploy the Sourcwell program.</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.	<p>Signify N.V. is a public company with limited liability incorporated under the laws of the Netherlands and listed on Euronext Amsterdam under the symbol "LIGHT". In 2024, we had sales of EUR 6.1 billion, approximately 29,000 employees and a presence in over 70 countries.</p> <p>As a public company, Signify's financial statements are audited and published annually on our website at: <a href="https://www.signify.com/global/our-company/investors">https://www.signify.com/global/our-company/investors</a>. We've also included a copy of our 2024 Annual Report in the Supporting Documents section.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Signify's market share in the US is about 20%.	*

15	What is your Canadian market share for the Solutions that you are proposing?	Signify's market share in Canada is about 10%.	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
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?	Signify is a manufacturer and service provider, with employees and facilities worldwide. In North America, our sales channels include: • Direct sales to end-users, including municipalities, departments of transportation, school districts and corporations • Indirect sales through our network of agents and distributors • Retail sales of consumer products through online and brick-and-mortar sellers Municipalities that choose to purchase Signify products or services through this Sourcewell program may choose to purchase directly from Signify or to utilize an approved third-party distributor.	*
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.	The Signify quality management system is ISO 9001:2015 certified, covering all business activities. Our manufacturing sites are certified locally or via the Signify multi-site ISO 14001 and 45001 certifications. At the end of 2024, 95% of our manufacturing sites were ISO 14001 certified, and 90% were ISO 45001 certified; the remaining sites have procedures in place to foster compliance with local regulations and Signify policies.	*
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 Sourcewell 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.	Signify's recent awards and recognition include: • Zhaga Awards for best multifunction outdoor sensor in 2023, for the Philips Outdoor Multisensor (OMS) • Red Dot and IF Design awards for product design • Dow Jones Sustainability Indices World Index Member for 7 consecutive years • EcoVadis Platinum Medal, ranking in the top 1% for sustainability and CSR • CSP A-List Member for consecutive years, for leadership in environmental performance • Named to the "Clean 200" list of global corporations that put sustainability at the heart of their businesses	*
21	What percentage of your sales are to the governmental sector in the past three years?	Signify reports on our sales according to the following segments: Public, Office & Industry, Retail & Hospitality. The Public segment refers to sales into the public sector, predominantly municipal governments as well as public utilities. For the Genlyte business unit (North American business not including Cooper Lighting), 90% of our sales of outdoor connected lighting products have been to the public sector, representing tens of millions of dollars in sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Signify reports on our sales according to the following segments: Public, Office & Industry, Retail & Hospitality. For the Genlyte business unit, we estimate that sales to schools make up about 30% of our total sales of indoor connected lighting.	*



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?	At this time, Signify does not have any active Cooperative Purchasing Agreements. Our program with the New York Power Authority, however, is alternative example of a state-wide purchasing program that we have successfully deployed and managed. The Smart Street Lighting NY program was launched in early 2018 with an ambition to replace at least half of New York's more than 1 million streetlights with energy-efficient and sustainable alternatives. Through the program, NYPA provides financial, logistical, technical, and informational support to help cities upgrade their streetlighting to connected LED. Signify products and the Interact City IoT lighting software are available through this program, giving municipalities the option of leveraging the connected streetlighting system to deploy smart solutions citywide. Details about this program are provided in our supplemental document, "Smart Lighting Infrastructure and Smart City Capabilities, and the New York Power Authority is also one of our reference customers (Table 2B).	*
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?	Signify does not have any such contracts or arrangements in place at this time and has not sold directly to the U.S. Federal government in the past three years.	*

**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 *	
New York Power Authority (described in attached proposal supplement)	Jesse Scott	(914) 390-8107	*
City of Mesa, AZ (described in attached proposal supplement)	Harry Meier	480-644-2952	*
Georgia Power	Scotty Burkes	678-800-3016	*
Delaware Valley Regional Planning Commission	Michael Fuller	814-880-7747	

**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.	<p>The Signify Public Sector sales and account management team is working with cities, states, utilities and transportation authorities across the country as they explore, pilot or initiate LED conversions and connectivity upgrades to their lighting systems. We work closely with staff, engineers and contractors to align our systems to the design standards and photometric requirements of the various lighting applications. One of our core strengths is the ability to manage and coordinate large programmatic efforts in conjunction with municipalities, departments of transportation, community organizations and private companies.</p> <p>In addition to our regionally based sales teams, we have a network of approved sales agents who extend the reach of Signify sales, service and support offerings across the United States and Canada. Signify will leverage this agent network and ensure effective communication, training, support, and monitoring of the Sourcewell program. Together with Sourcewell, we will define objectives and goals identifying ideal customers and presenting a compelling value proposition to help the participating entities address challenges with connected "smart" streetlighting, outdoor sensors and related services.</p> <p>Signify will provide training to our agents on the Sourcewell agreement value and positioning, establish a communication channel, provide ongoing support and monitor performance.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>In North America, Signify's sales channels include direct sales to end-users and indirect sales through our network of agents and distributors. Municipalities that choose to purchase Signify products or services through this Sourcewell program may choose to purchase directly from Signify or to utilize an approved third-party distributor. Signify will deploy the Sourcewell program to key distributors and implement clear communication, training, logistical planning, and ongoing support. By establishing robust processes, leveraging technology, and fostering strong relationships with distributors and Sourcewell members, we will facilitate effective ordering logistics and project support for all Participating Entities.</p>	*

28	Service force.	Signify's US-based Services team supports our service contract customers in the United States and Canada. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify's Services organization is designed and staffed to provide world-class service to our most demanding customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Participating entities will be able to choose whether to order from Signify directly or to utilize a distributor. Signify envisions working with each customer to understand their needs and goals and to support them in selecting a custom package of products and services. We will, therefore, be able to support each customer through the ordering process. Upon agreement of the package of products and services, Signify will issue a quote to the Participating Entity, which may then issue a purchase order in their standard/preferred format. When ordering direct, customers typically submit their orders via email to <a href="mailto:systemserviceorders@signify.com">systemserviceorders@signify.com</a> .	*
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.	Signify's US-based Services team supports our service contract customers in the United States and Canada. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify's Services organization is designed and staffed to provide world-class service to our most demanding customers. All of our Signify-manufactured products are covered by standard warranties. For customers of connected lighting systems such as Interact City, Signify also offers a robust program of Lifecycle Services packages for system maintenance and customer support. Lifecycle Services packages offer: <ul style="list-style-type: none"> <li>- Preventative maintenance to support the early detection of failures before they impact the operation of the system</li> <li>- Corrective maintenance enabling quick problem analysis and professional advise for solving issues</li> <li>- Remote support and system optimization, assuring sustainable operation and system integrity over time</li> <li>- Online documentation including user manuals, troubleshooting guides and service reporting</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Signify looks forward to providing products and services to Sourcewell participating entities across the United States. Signify's streetlights and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Signify looks forward to providing products and services to Sourcewell participating entities across Canada. Signify's streetlights and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	With agents across North America, including in Alaska, Hawaii and in Canada, there are no geographic areas omitted from this proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Signify is not aware of any specific "account type" that would impede the ability of a Participating Entity to purchase and utilize Signify's solutions. We look forward to working with each interested Participating Entity to understand their requirements and propose a workable solution for them.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With agents across North America, including in Alaska, Hawaii and in Canada, there are no geographic areas omitted from this proposed agreement.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Signify looks forward to supporting Sourcewell participating entities regardless of their locations, provided we are able to confirm agreeable terms and ability to pay.	*

**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>Signify Genlyte will promote this opportunity through both our direct marketing campaigns to cities, as well as through the marketing campaigns of our Agent sellers (partner companies who sell our products on their line cards.)</p> <p>The attached marketing collateral provides examples of our materials that promote the benefits and value of smart city technology associated with lighting infrastructure. These are used to educate city representatives and leaders, and are promoted directly and through our agent channel. In addition to digital outreach, Signify has frequent direct conversations with cities through one-on-one meetings as well as industry events. We would inform cities with whom we communicate about our participation and listing as a Sourcewell supplier and their opportunity to leverage the Sourcewell master contract if they are a subscriber. The representative marketing materials uploaded with our proposal are:</p> <ul style="list-style-type: none"> <li>• Interact City Brochure</li> <li>• Mesa, AZ Case Study</li> <li>• Sensor Ready Luminaires Brochure</li> <li>• Outdoor Multisensor Datasheet</li> <li>• Smart Cities Brochure</li> </ul>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The following are examples of how Signify leverages technology and digital data our marketing efforts.</p> <ul style="list-style-type: none"> <li>• Social media such as LinkedIn (<a href="https://www.linkedin.com/company/genlytesolutions/posts/?feedView=all">https://www.linkedin.com/company/genlytesolutions/posts/?feedView=all</a>).</li> <li>• Educational assessments and benefits calculators: <a href="https://smartcityassessment.signify.com/">https://smartcityassessment.signify.com/</a></li> <li>• Webinars - Webinar: Behind the Scenes of a Smart City: Mesa, Arizona's Journey from Smart Street Lighting to Public Wi-Fi - TechConnect</li> </ul>	*
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>A key piece of Sourcewell's role will be to ensure that your users can find Signify company and solution information on your website, including contact details to ensure interested customers may contact Signify for more information.</p> <p>Signify, in turn, will ensure that all of our sales representatives and agents are aware of the Sourcewell program so they may, when applicable, inform prospective customers about this agreement as a potential procurement channel for them.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We seek to make this process as simple and smooth as possible, including through the use of digital tools where applicable. Rather than offering commodities for sale on a website, however, Signify envisions working with each customer to understand their needs and goals and to support them in selecting a custom package of products and services.</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>Training requirements will vary depending on which Signify offerings each customer chooses to purchase. Training is perhaps most applicable for customers who deploy our Interact City streetlight control system.</p> <p>Interact City is designed to be intuitive and user friendly, so that extensive formal training is not needed. Training can be conducted on site or remotely, and typically is completed in two half-day sessions. Training covers topics such as monitoring lights for faults and outages, fault finding and diagnosis, setting dimming schedules, tracking energy consumption, and retrieving reports about the lighting system. User training typically is delivered on the customer's live system.</p> <p>Once the system is deployed and the initial training has been completed, additional training can be provided either on site or by webinar. Signify also provides videos and tutorials to allow for ongoing or refresher training and to train new users.</p> <p>The Cloud-based Interact City user interface has within it an extensive contextual and hyperlinked Help system explaining every functionality with step-by-step instructions.</p> <p>In terms of ongoing maintenance, Signify products are covered by warranties, and customers may also choose to purchase a Lifecycle Services package that offers additional system monitoring, maintenance and user support. Service packages may be customized to meet each customer's needs, but typically would resemble the package described at <a href="https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf">https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf</a>.</p>	*

42	Describe any technological advances that your proposed solution(s) offer.	<p>Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end Zd4i certified system: luminaires, controls, sensors and software. Zd4i certification is the global standard for Smart City deployments. Partnering with Signify will enable each city to expand its streetlight conversion and emerge into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection.</p> <p>New technologies related to IoT and public lighting continue to evolve through innovation, so the flexible, future-ready offerings from Signify support a city's ability to deploy applicable new technologies. Signify's system-ready luminaires contain digital drivers and onboard system-ready (SR) receptacles to help enable the addition of third-party SR-compatible sensors and applications.</p> <p>Signify's BrightSites offerings transform legacy street lighting infrastructure into a platform of scalable broadband connectivity. BrightSites is aimed at transforming outdoor lighting to facilitate a wide range of smart city use cases such as public Wi-Fi, traffic optimization, public safety, smart waste management, pollution monitoring and much more. The same platform enables data densification applications such as small cells, Wi-Fi, Fixed Wireless Access, CCTV cameras, and high-bandwidth sensors. The Connectivity Grid of the Future creates a backbone for the growing demand of Broadband and IoT initiatives that optimize city operations and improve quality of life for citizens.</p> <p>These topics are explored in more detail in section 2 of the attached document "Smart Lighting Infrastructure and Smart City Capabilities."</p>	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	<p>Signify's Smart City solutions leverage AI and machine learning to better identify faults in monitored infrastructure, and our sensor uses algorithms in interpreting the data. Prospective customers may estimate their potential savings from implementing connected LED lighting by using our online calculator at: <a href="https://www.signify.com/en-us/sustainability/calculator">https://www.signify.com/en-us/sustainability/calculator</a>.</p> <p>They may assess their "Smart City" readiness using our readiness tool: <a href="https://smartcityassessment.signify.com/">https://smartcityassessment.signify.com/</a></p> <p>They also can visit Signify3D at <a href="https://3dconfigurator.signify.com">3dconfigurator.signify.com</a> to visualize, customize and assemble poles &amp; brackets.</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>Signify has set ambitious sustainability targets to double our positive impact on the environment and society. Our sustainability efforts have been recognized through inclusion in the Dow Jones Sustainability Index for eight consecutive years, and a Platinum medal from EcoVadis, which places us in the top 1% of companies assessed.</p> <p>For customers who choose to implement Interact City, reports in that system provide an overview of energy consumption, so users gain insight into their costs and carbon footprint. Detailed information about Interact City is provided in section 2.5 of the attached document "Smart Lighting Infrastructure and Smart City Capabilities."</p> <p>Customers who choose to install Signify's Outdoor Multisensor may use its multiple sensing modalities to, for example, identify "heat islands" and use this data to determine where to plant trees or open paths for wind flow. Detailed information about this sensor is provided in section 2.6 of "Smart Lighting Infrastructure and Smart City Capabilities."</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>Signify has set ambitious sustainability targets to double our positive impact on the environment and society. Third-party recognition has included:</p> <ul style="list-style-type: none"> <li>• Dow Jones Sustainability Indices World Index Member for 7 consecutive years</li> <li>• EcoVadis Platinum Medal, ranking in the top 1% for sustainability and CSR</li> <li>• CSP A-List Member for consecutive years, for leadership in environmental performance</li> <li>• Named to the "Clean 200" list of global corporations that put sustainability at the heart of their businesses</li> </ul> <p>Prospective customers may estimate their potential savings from implementing connected LED lighting by using our online calculator at: <a href="https://www.signify.com/en-us/sustainability/calculator">https://www.signify.com/en-us/sustainability/calculator</a>.</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>Lighting is critical infrastructure, and its security and performance is paramount. As the world leader in lighting, Signify's comprehensive offerings and core business focus on lighting will benefit each participating entity in the delivery of the most proven, reliable, and secure system. We turn light sources into points of data to connect more devices, places and people through light, contributing to a safer, more productive and smarter world. Our lighting products, systems and services make both indoor and outdoor spaces safer and more comfortable, cities more livable and the world more sustainable.</p> <p>Signify can drive unprecedented value by helping our customers to define and implement their connected city journey. Municipalities rely on the complete streetlight system to ensure the safety and improve the wellbeing of their citizens. Signify's offerings include a comprehensive system of LED streetlights, drivers, control nodes, sensors, and software. Each participating entity can rely on Signify's Public Sector team, which has a broad knowledge of the local market and ecosystem, to act as a strategic partner and recommend the best suite of offerings for each area and neighborhood.</p> <p>One of the core strengths of Signify is the ability to manage and coordinate large programmatic efforts. Whether it is working with a large utility like Georgia Power for their statewide control roll out or with New York Power Authority on a statewide smart streetlight deployment, the Signify team has played a key strategic role in implementing and servicing the customer.</p> <p>As a comprehensive lighting system provider, with expertise across LED luminaires, drivers, nodes, software, and sensors, we offer unique understanding of how these components optimally work together. Signify has the in-house capacity to ensure your success. Our connected streetlight offering has proven its reliability and performance across thousands of customer projects globally with millions of streetlights connected.</p> <p>Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end Zd4i certified system: luminaires, controls, sensors and software. Zd4i certification is the global standard for Smart City deployments. Partnering with Signify will enable each customer to expand the streetlight conversion into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection.</p> <p>From the early stages of working with customers to incorporate lighting controls, to developing strategies for Smart City deployments, our vast team across multiple brands represents a wealth of knowledge unsurpassed in the industry. Ranked as #1 Smart Street Light Provider by Guidehouse Insights year over year, Signify has upheld the promise to bring forth the most reliable and innovative offerings to our customers. Our customers drive our innovation. The Voice of Customer is one of our most precious tools in decision-making around new offerings. This customer-first focus has moved us to continual improvements to ensure that as an organization we are doing all within our capabilities to serve our customers. Signify's streetlighting and controls are the solution of choice for municipalities and utilities across the United States and around the world. We serve municipalities ranging from megacities to smaller towns and utilities, and we are the market leader in Smart City strategy and execution as ranked by Guidehouse.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	For Participating Entities that require WMBE or SBE utilization, Signify would be happy to discuss working with a local agent or distributor who meets such criteria.	*
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**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.	Signify's standard payment terms are Net 30 from material shipment; FOB Origin. Signify accepts payment by check, ACH transfer, and wire transfer	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Signify has a global finance arm that can offer financing for large projects. We will be happy to discuss possible financing with interested Participating Entities.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Signify seeks to make this process as simple and smooth as possible, without requiring significant paperwork from customers. We will work with each Participating Entity to understand their needs and goals and to support them in selecting a custom package of products and services, for which we will then issue a quotation. The Participating Entity may use that quotation to issue a purchase order to Signify.	*
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?	No, Signify does not accept the P-card procurement and payment process.	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Signify will offer Participating Entities a 5% discount off the then-current list price of the products they choose to purchase. Signify regularly reviews product pricing to ensure that we remain competitive against other manufacturers in the market, and also may be able to offer even more favorable pricing for projects with high volume of products on the order. Our catalog of outdoor lighting products is vast and highly customizable, making a list of SKUs impractical to include in this context. However, the document we have attached titled "Smart Lighting Infrastructure and Smart City Capabilities" describes the product types and brand names from which Participating Entities may choose, depending on their needs.	*
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.	Signify will offer Participating Entities a 5% discount off the then-current list price of the products they choose to purchase. Quoted pricing will be gross of any additional distributor markup, where applicable.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Signify regularly reviews product pricing to ensure competitive alignment in the market, and also may be able to offer even more favorable pricing for projects with high volume of products on the order. The available volume discounts and rebates will vary based on customer needs and project scope; Signify will clarify all of the applicable details with each Participating Entity prior to issuing a quotation.	*
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.	Signify intends to work with each Participating Entity to customize a package of products and services that align with their needs. Each customer will receive one or more quotes from Signify detailing the prices of each item needed for each project; a quote could include items outside of those described in this proposal (i.e. "non-contracted items").	*
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.	Product installation is not included in Signify's offer and is not performed by Signify. If a Participating Entity chooses to purchase BrightSites broadband luminaires and use them to provide public WiFi, a local ISP would need to provide the access point and run the WiFi network.	*
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.	All prices quoted will include standard shipping, FOB Origin, to the contiguous U.S. states. Signify reserves the right to apply shipping surcharges due to force majeure or on orders less than \$3,000. For locations outside the contiguous United States, the shipping charge will be based on the actual cost to ship. Customer-specific delivery issues or requirements will be reviewed at time of order to ensure clarity for the Participating Entity.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For locations outside the contiguous United States, the shipping charge will be based on the actual cost to ship.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All prices quoted will include standard shipping to the contiguous U.S. states. Signify works with lighting distributors across the US and Canada who can process orders and store materials locally if desired by a Participating Entity.	*
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.	Signify will implement internal processes to ensure that the accounts of Participating Entities are tagged as such in our Customer Relationship Management tool. This will ensure that we can report on program activity and that associated product quotations include the program discount.	*
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.	Sales volume will be a key metric of success. Signify will implement internal processes to ensure that the accounts of Participating Entities are tagged as such in our Customer Relationship Management tool. This will ensure that we can report on program activity and sales volumes.	*
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.	Signify will pay to Sourcewell an Administration Fee of 0.75% of all applicable orders.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Signify regularly reviews product pricing to ensure competitive alignment in the market.	*

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

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>Signify's smart infrastructure offerings are described and illustrated in detail in our attached document "Smart Lighting Infrastructure and Smart City Capabilities." They include LED streetlights, architectural lighting, broadband-enabled streetlights, Interact City streetlight control software, and environmental sensors that can be attached to the streetlights.</p> <p>By selecting from among these offerings, a municipality may leverage existing infrastructure to pursue the "Smart City" journey that is right for their residents, visitors and businesses. Partnering with Signify will enable each customer to expand the streetlight conversion into a locally inspired, innovative, equitable and collaborative Smart City vision. Over time, they will be able to expand upon the foundational implementation to introduce new sensors and use cases, all without altering or upgrading the foundational luminaire selection.</p> <p>From the early stages of working with customers to incorporate lighting controls, to developing strategies for Smart City deployments, our vast team across multiple brands represents a wealth of knowledge unsurpassed in the industry. Ranked as #1 Smart Street Light Provider by Guidehouse Insights year over year, Signify has upheld the promise to bring forth the most reliable and innovative offerings to our customers.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Titles/key words that best describe our products and services include:</p> <ul style="list-style-type: none"> <li>• Streetlight</li> <li>• Luminaire</li> <li>• Smart city</li> <li>• Connected streetlights</li> <li>• Outdoor environmental sensors</li> <li>• Zhaga D4i streetlights</li> <li>• Streetlight poles and brackets</li> <li>• Broadband luminaires</li> </ul>
74	Describe how your solutions ensure data privacy, security, and compliance.	<p>IT security is central to Interact City, and the system is designed to maintain confidentiality, integrity, and availability of your data. Interact City meets the latest IT security standards and delivers on the promise of complete system security by establishing a set of cybersecurity strategies for data governance and privacy. These strategies apply to account management, updating web servers, monitoring data traffic, and identifying threat situations. They protect the system while accounting for dedicated failover and disaster recovery contingencies.</p> <p>Signify has aligned our security policies and processes with global standards, such as ISO/IEC Information Security Management Systems, and we are the first lighting company to be certified to IEC 62443-4-1.</p> <p>Details of our Interact City security measures are enclosed as "Interact City Security." Additional information about data privacy with Signify is available at <a href="https://www.signify.com/en-us/privacy-notice">https://www.signify.com/en-us/privacy-notice</a>.</p>
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	<p>Signify's streetlight fixtures use industry-standard NEMA and Zhaga connections. Our Interact City nodes, for turning streetlights into a connected system, connect to any luminaire with a NEMA socket, even if not manufactured by Signify.</p> <p>Interact City may be integrated with other systems via a suite of Interact application programming interfaces (APIs), allowing customers to move lighting data into other public works applications as needed. Interact City is TALQ Gateway certified and FIWARE certified.</p> <p>New "Smart City" applications can be enabled through a variety of sensors embedded in the connected lighting infrastructure. Through its software-as-a-service (SaaS) model, Interact City can adapt and grow, ensuring that the city will always have access to the newest capabilities and system features as they emerge.</p> <p>Programming of API calls with third-party CMS, smart city dashboards, data, software services and/or applications is the responsibility of the customer. The Interact Developer Portal (<a href="https://www.developer.interact-lighting.com/">https://www.developer.interact-lighting.com/</a>) offers software developers a way to learn about Interact APIs, try them out in a "sandbox" environment, and create app credentials to be used for cloud-based app development.</p> <p>Through the APIs, Interact City provides the following benefits:</p> <ul style="list-style-type: none"> <li>• Flexible integration with existing management systems</li> <li>• Synchronized information between lighting and third-party systems or dashboards</li> <li>• Fully automated synchronization through web-based interfaces</li> <li>• Provide ready-to-deploy packaged standardized API interfaces such as:</li> <li>• Fault notification to third-party system</li> <li>• Asset information on demand – third-party system can query streetlighting management system to retrieve detailed asset information</li> <li>• Asset information streaming – Changes in asset data are synchronized in a streaming API</li> <li>• Energy data streaming - Daily energy values per asset are available in a streaming API</li> <li>• All the urban sensor data will also be available in the Interact Developer portal</li> </ul>

**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.	The Interact City Cellular node is DALI Zd4i certified. Zhaga-D4i is a standardized smart interface between LED outdoor luminaires, sensors and communication nodes. Its plug-and-play interoperability enables seamless IoT connectivity, and Zd4i drivers allow for an easy exchange of different IoT nodes or sensors on luminaires.
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	<p>The OMS is designed for ZD4i-certified streetlighting luminaires that have a bottom Zhaga Book 18 compliant push-and-twist lock interface (a.k.a. ZHAGA/SR socket). It is powered via the ZHAGA/SR socket by a compatible SR/D4i LED driver and shall be mounted on the bottom side of a luminaire. The OMS can operate standalone or in connected mode with Interact City CMS. A connected deployment is achieved by the combination of the OMS and a Philips D4i certificated cellular node (mounted on the top NEMA socket).</p> <p>The OMS contains a local radio mesh module that allows it to locally communicate with other neighboring Outdoor Multisensors. Using the Philips Multisensor Mobile App, the OMS can be grouped. Grouping can be used to light up an area or road ahead in case one of the devices detects motion. An OMS can be part of multiple groups, which allows to adapt the light over several groups (for example, to light up both sides of an intersection for pedestrians, or to light up the entire street when motion at the entrance is triggered).</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>The digital revolution and the Internet of Things present exciting opportunities for cities to benefit from future innovations in connectivity. But advances in technology happen so quickly, it can be difficult to decide when to opt in. D4i and Zhaga-D4i are industry standards for outdoor luminaires defining the mechanical, electrical and communication interfaces between the LED Driver, control node and sensor.</p> <p>Signify adheres to the latest ICT/IoT and Outdoor Street Light Luminaire standards. The standardization body, Digital Illumination Interface Alliance (DiiA), releases D4i standard for Interoperability of lighting related components for intelligent, IoT-ready luminaires and sensors. Our luminaires, drivers, control nodes and sensors are designed with the D4i standard. Meeting the D4i standard ensures that the connected LED streetlight and Interact City management system can connect to D4i certified sensors from Signify or other manufacturers in the sensor ecosystem. An example benefit is being able to both enable local adaptive lighting, such as dimming an LED when motion is detected by a sensor, as well as central management of the sensor by the lighting management system. Signify is proud to be the first and currently the only lighting manufacturer to offer a full end-to-end D4i certified system: luminaires, controls, sensors and software. D4i certification is the global standard for Smart City deployments. Partnering with Signify will enable customers to expand the streetlight conversion and emerge into the locally inspired, innovative, equitable and collaborative Smart City vision that the municipality imagines. Over time, you will be able to expand upon the foundational implementation to introduce new sensors and use cases in the City, all without altering or upgrading the foundational luminaire selection.</p> <p>Signify's Zhaga-D4i certified luminaires give customers a future-ready foundation that you can build on whenever your city is ready to opt into new advances in technology. It is designed to work with industry recognized LED drivers, controllers and sensors that have the potential to increase energy efficiency and collect different types of data. Zhaga-D4i is a standardized smart interface between LED outdoor luminaires, sensors and communication nodes. Its plug-and-play interoperability enables seamless IoT connectivity, and D4i drivers allow for an easy exchange of different IoT nodes or sensors on luminaires.</p> <p>Zhaga-D4i luminaires are:</p> <ul style="list-style-type: none"> <li>- Future ready: you can upgrade your luminaire with communication and sensor nodes now or later, giving you full flexibility and scalability.</li> <li>- Easy to install and maintain. You can install the nodes and sensors quickly and easily by twisting and locking onto the luminaires and through plug-and-play technology.</li> <li>- Aesthetically pleasing they fit seamlessly into your urban landscape.</li> <li>- Standardized: you can connect nodes and sensors from different suppliers.</li> </ul>

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.	Signify's light pole and bracket offerings are designed and tested to ensure quality and durability. We have well-established quality assurance process that test for environmental conditions such as heat, cold and strength. Our products and solutions are deployed globally in different climates, including colder locations such as Ontario and hot locations such as Arizona. For each product a Participating Entity is interested in purchasing (e.g. a luminaire, sensor, pole or bracket) Signify can provide a product specification sheet which includes information about the environmental conditions the item has been tested for.



**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>Interact City does not rely on constant connectivity to operate. Schedules, status and performance data is stored on the node until it is needed. Nodes connect by exception only to upload status and energy consumption and for overrides.</p> <p>Interact City uses licensed spectrum and the existing cellular network, which is independently maintained by the mobile carriers. This provides better reliability and security for a city's lighting system. Each node adopts the strongest signal possible from the available carrier partners, and automatically connects to an alternative carrier if the primary carrier signal is lost.</p> <p>The choice of cellular LTE CAT M1 technology as part of 5G IoT massive Machine Type Communications is based on its superior urban data backhaul capabilities and keeping in mind the future Smart City urban data transfer requirements for evolving applications, which enable applications with low latency and high bandwidth, reliably and securely.</p> <p>The municipality receives a high quality of service and an attractive total cost of ownership (TCO), as the network is reliably and robustly supplied and maintained by third-party professional corporate mobile network service providers, allowing the municipality to focus resources on other priority programs.</p>
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	<p>The lighting asset management functionality of Interact City gives users full visibility into their lighting infrastructure. Automatic fault detection users you to issues for quick response and minimal downtime. Data can be used to make informed decisions and optimize lighting performance. Interact City includes dozens of fault categories and configurations with multiple points of asset monitoring. The real time properties of each luminaire visible in the dashboard include: requested and actual dimming values, burn hours, voltage, current, power, power factor, line frequency, lux level, temperature, latitude and longitude. The Interact City node also includes a built-in tilt sensor.</p> <p>The Outdoor Multisensor (OMS) contains a tilt sensor for monitoring the tilt angle of the luminaire. A tilt threshold (in degrees) can be set by the user on the Interact City application. When this value is crossed a Tilt fault is generated. These notifications can improve neighborhood safety by alerting the appropriate personnel that maintenance is required.</p> <p>The OMS also contains an acceleration sensor for monitoring the vibration of the luminaire. It measures Amin, Amax, Aeq, A10, A50, and A90, every 5 seconds. This impact measurement enables the detection of a high sudden impact on the luminaire (<math>\geq 10g</math>). An impact threshold (in g) can be set by the user on the Interact City application. When this value is crossed an impact fault is generated. These notifications can improve neighborhood safety by alerting the appropriate personnel that maintenance is required.</p>
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	<p>Participating Entities who deploy the Interact City system will be able to monitor and control their streetlights through a unified dashboard for real-time monitoring. Data collected from the Outdoor Multisensor (if in use) also can be visualized through the Interact City dashboard for centralized reporting and analysis.</p> <p>A Participating Entity that wishes to utilize the streetlight asset information in their own management program may utilize Interact City APIs to feed the Interact City data into their system.</p> <p>The attached document "Smart Lighting Infrastructure and Smart City Capabilities" includes additional information and graphics about Interact City, the Outdoor Multisensor and our APIs.</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 *
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83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	<p>The services described as “turnkey services” in the RFP include implementation, training and support services that are generally part of Signify’s offerings. The specifics will vary for each Participating Entity depending on which products and solutions they choose to purchase from Signify. These services include:</p> <ul style="list-style-type: none"> <li>• Start-up services: When deploying an Interact City system, for example, Signify’s team supports the deployment process through the creation of the Interact City instance, performance of node association tasks, and end-user training on the system and its dashboards. When applicable, we can provide training to the contractor on the installation and integration of our control node with the luminaire.</li> <li>• Training: Interact City is designed to be intuitive and user friendly, so that extensive formal training is not needed. Training can be conducted on site or remotely, and typically is completed in two half-day sessions. Training covers topics such as monitoring lights for faults and outages, fault finding and diagnosis, setting dimming schedules, tracking energy consumption, and retrieving reports about the lighting system. Once the system is deployed and the initial training has been completed, additional training can be provided by webinar. Signify also provides videos and tutorials to allow for ongoing or refresher training and to train new users.</li> <li>• Support: Each Participating Entity will be supported by Signify’s US-based Services team. The team includes Field Service Engineers with an average of 10 years or more with Signify and various predecessor organizations and hold technical degrees. The Field Service Engineers are complimented by a 24/7/365 contact center as well as service dispatch group, allowing customers to request support and/or service as needed to meet their needs. Our US Services team is further supported by a global Customer Remote Operations Center, enabling around-the-clock remote monitoring and operations for customer sites under contract. Signify’s Services organization is designed and staffed to provide world-class service to our most demanding customers. We also offer Lifecycle Services packages for additional support and program monitoring; these offerings are described in the document “Smart Lighting Infrastructure and Smart City Capabilities” and at <a href="https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf">https://www.signify.com/content/dam/signify/en-us/support/lifecycle-services/LCS_ServiceDescriptions_IACity_V1.pdf</a>.</li> </ul>
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>All of our Signify-manufactured products are covered by standard warranties. For Participating Entities who choose to implement Interact City, Signify also offers a robust program of Lifecycle Services packages for system maintenance and customer support. Pricing for extended warranties and for Lifecycle Services varies by customer size and requirements, and will be quoted upon request.</p>

85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	<p>Mesa is the third largest city in Arizona and one of the fastest-growing regions in the United States. In 2018, the city began upgrading its street lighting infrastructure to energy-efficient LED technology. Mesa is deploying the Interact City system in a phased program that began in September 2020 and is scheduled to be complete in 2025. The 10-year agreement between Signify and Mesa includes control nodes, warranty, system access (SaaS), GIS data migration services and a Lifecycle Services program. The system went live on the installation of the first node, so the city is able to use the system while node installation is ongoing. Signify supports the city in associating luminaires and nodes and setting up lighting groups and dimming schedules through the Interact City interface.</p> <p>The connected streetlight program in Mesa resulted in significant energy savings and a reduction in carbon emissions. Most recently, the city has applied Signify sensor-ready luminaires to implement adaptive lighting, which extends the life expectancy of the street light assets and further reduces energy use and carbon emissions.</p> <p>As part of Mesa's Smart City initiative, this effort aims to deliver free Wi-Fi connectivity to citizens, enabling digital equity; supporting community safety; and complementing Dark Sky efforts -all with the help of Signify.</p> <p>In Mesa's view, "a smart city is one in which the latest technologies and data-driven insights are leveraged to improve the quality of life, civic engagement, economic development, service delivery, and community vibrancy for its citizens, businesses and visitors." Mesa saw an opportunity to support this ethos by strategically dimming the city's street lights, and thus, help reduce energy use, light trespass in neighborhoods and sky glow as well as better meet citizens' needs.</p> <p>Signify's Interact connected lighting platform offered the flexibility Mesa required and the simplicity to build upon the city's existing street lighting infrastructure. Nodes were installed on each luminaire, allowing Mesa's street lighting team to remotely control the lighting and set dimming schedules. Signify's Interact platform also allowed the city to have access to diagnostic and energy data. The city can optimize energy use and rapidly detect any faults in the system. By extending its street lighting infrastructure with connected technology, Mesa laid the foundation to unlock even more value for its city and citizens.</p> <p>Mesa also wanted to advance digital equity within its city - by providing reliable public Wi-Fi coverage across a ten square mile downtown radius. Signify BrightSites offered a scalable solution in which the city could install broadband communication nodes into its existing streetlights, creating a wireless mesh network and enabling wireless fiber connectivity. The nodes installed into the luminaires provided a simple solution to achieve broadband connectivity.</p>
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### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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](#) - Signify\_Pricing\_and\_OfferDetails.zip - Tuesday April 15, 2025 10:41:45
- [Financial Strength and Stability](#) - Signify-annual-report-2024.pdf - Thursday April 10, 2025 09:20:49
- [Marketing Plan/Samples](#) - Signify Marketing Samples.zip - Thursday April 10, 2025 09:20:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - SignifyRedline\_SourcewellMSA.docx - Tuesday April 15, 2025 12:03:29
- [Upload Additional Document](#) - Interact City Security.pdf - Thursday April 10, 2025 09:21:08

## 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. - Cindy Malinchak, Systems & Services Sales Leader, Signify



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