

MASTER AGREEMENT #041525

CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services SUPPLIER: Outdoorlink Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Outdoorlink Inc., 3058 Leeman Ferry Road SW, Huntsville, AL 35801 (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

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

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

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal ii) program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

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

- iv) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

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

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

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

- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

- a) During the term of this Agreement:
 - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) Sourcewell Promotion. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

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

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

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- authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

Signed by:

Jeverny Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

7/29/2025 | 10:57 AM CDT

Outdoorlink Inc.

Tasha Mayes Title: Director of Sales

Date: ______7/29/2025 | 10:55 AM CDT

v052824

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

Vendor Details

Company Name: Outdoorlink Inc

3058 Leeman Ferry Rd SW

Address:

Huntsville, AL 35801

Contact: Dave Ramirez

Email: dave@outdoorlinkinc.com

Phone: 813-758-7762 Fax: 256-758-7762 HST#: 84-1718421

Submission Details

 Created On:
 Wednesday March 05, 2025 08:01:36

 Submitted On:
 Tuesday April 15, 2025 15:20:22

Submitted By: Dave Ramirez

Email: dave@outdoorlinkinc.com

Transaction #: 33c235fb-7ff5-4e99-94ec-3bb8c97acdac

Submitter's IP Address: 147.243.183.54

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.	David J. Ramirez	*
	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8M8S4	*
5	Provide your NAICS code applicable to Solutions proposed.	335314, 334290	
6	Proposer Physical Address:	3058 Leeman Ferry Rd SW. Huntsville, Alabama 35801	*
7	Proposer website address (or addresses):	https://outdoorlink.com/	*
	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):	Tasha Mayes, Director of Sales 3058 Leeman Ferry Rd SW. Huntsville, Alabama 35801 tasha@outdoorlinkinc.com, 256.885.9768 (O), 256.200.4748 (M)	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David J Ramirez, National Parks & Recreation Specialist / VP Business Development 3058 Leeman Ferry Rd SW. Huntsville, Alabama 35801 dave@outdoorlinkinc.com, 813.758.7762 (M)	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	DJ Jennings, CEO 3058 Leeman Ferry Rd SW. Huntsville, Alabama 35801 DJ@outdoorlinkinc.com, 256.885.9768	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Established in 2007, Outdoorlink, Inc., is a family-owned leader in remote management solutions for billboards, digital displays, commercial signage, exterior lighting controls, sports facilities, and much much more. Our innovative technologies have garnered the trust of over 1,200 organizations, resulting in more than 100,000 installations worldwide. While multi-faceted in terms of client type, Outdoorlink controls account for over 95% of the revenue garnered by Outdoorlink, with the only additional revenue being provided by our two (2) subsidiaries, both of which often offer solutions to the same network of clientele.

12	What are your company's expectations in the event of an award?	Increasing Awareness & Outreach – We will actively promote Sourcewell through targeted marketing, industry events, and direct engagement with public agencies. Our team will conduct educational webinars and provide materials to demonstrate the benefits of cooperative purchasing, ensuring agencies understand how to use this agreement effectively and purchase from Outdoorlink through the co- op to obtain additional savings and a better chance at overall approval. Delivering Value & Competitive Advantages – By leveraging Sourcewell, we streamline procurement for public entities, reducing administrative burdens and ensuring compliance with state and local regulations. Our company differentiates itself through competitive pricing, high-quality products/services, and dedicated customer support tailored to government agencies' needs. Building Strategic Partnerships – We will collaborate with regional government associations, procurement officers, and key decision-makers to integrate our solutions into their purchasing processes. Additionally, we will work closely with Sourcewell to maximize contract utilization, ensuring agencies recognize and take advantage of	k
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.	the efficiencies and savings offered. Profitability-	k
14	What is your US market share for the Solutions that you are proposing?	Exact market share data is not available. However, we are an established provider with over 15 years of experience, serving over 1,200 organizations, with clients in over 20 countries, and we are currently serving over 150 public sector clients nationwide.	k
15	What is your Canadian market share for the Solutions that you are proposing?	Similar to the above, we do not have exact market share data for Canada. We do have many controllers in the Canadian market, but do not currently have any public sector Canadian clients.	k
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.	N/A *	k
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?	Outdoorlink is the manufacturer, primary distributor and sole service provider for all hardware and software solutions. While Outdoorlink does have a few authorized 3rd party distributing partners, only individual Outdoorlink employees will be delivering products and services proposed in this RFP.	k

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.	Outdoorlink has several UL certifications for Miscellaneous Controls, including: Automatic Electronic Controls, Lighting Controls, and Operating Controls. See attached for Certifications of Compliance and Test Reports	*
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.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years?	Percentage of sales: 1.48%	*
22	What percentage of your sales are to the education sector in the past three years?	Percentage of sales: 0.41%	*
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?	Outdoorlink is currently in the process of applying for a number of Public Sector Co- ops, but have not had a full year under any such co-op to reference as of yet.	*
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?	While Outdoorlink has Blanket Purchase Agreement with multiple government entities, including Hillsborough County, FL, these are different than a GSA or SOSA. The bulk of the orders under these agreements were also made prior to 3-years, as the counties became fully outfitted with Outdoorlink Agreements. Purchase history from the time the BPAs became official is available, but does not fall under the category as outlined.	*

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 *	
Hillsborough County (FL) BOCC - Parks & Recreation	Gregory Brown, Athletics & Park Services Manager	813.612.7935	*
New York City Department of Parks & Recreation	Ken Conyers, Athletics Manager	516.477.5221	*
City of Madison (AL) Parks & Recreation	Randy D'Herde, Program Coordinator	361.728.8447	*

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.	Sales Team Organizational Chart: - Tasha Mayes - Director of Sales - Dave Ramirez, CPRP CYSA - Nat'l Parks & Recreation Specialist/VP Business Development - Craig Dolan, M.Ed CPRP AFO - Parks & Recreation Executive - Joseph Dziedzic - Parks & Recreation Executive - Ken Comer - Commercial Business Development - Brady Smith - Senior Account Executive - OOH Division - Macie Banks - Communications/Marketing Manager - Lakin Little - Sales Support Specialist
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	While Outdoorlink does have a few authorized 3rd party distributing partners, all Outdoorlink products are fulfilled directly and all solutions/software is only managed inhouse by individual Outdoorlink employees.

28	Service force.	Outdoorlink has a full team of thirty-two dedicated employees, including but not limited to executive management, sales, operations, installation, technical support, engineering, warehouse personnel, and customer service support.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each request for proposal goes through our in-house sales team, who will be able to provide a quick quote based on individual project needs, as well as answer any questions relating to hardware, service and installation. Each quote can be signed to place an order and the invoice is processed via email once the order has been fulfilled. Payment processing is easily set up through our payment portal.
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.	Outdoorlink offers comprehensive customer support to assist with their products and services. Each client is offered a 1:1 onboarding webinar to show them how to use the system for their unique needs, as well as ongoing support to onboard new users as-needed. For immediate assistance, there is a 24/7 technical support team - (256) 885-9768 or via email at support@outdoorlinkinc.com. All emails are responded to within 24-hours. Outdoorlink also has user guides and tech sheets available at Outdoorlink.com, as well as how-to videos available on the ODL Portal for step-by-step instructions.
		Outdoorlink's Customer Support team consists of trained employees located in Huntsville, Alabama, United States. Contacting Outdoorlink through these channels guarantees timely assistance and access to helpful resources. All customer support offerings are managed in-house and come standard with Outdoorlink Service.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Outdoorlink is willing and able to provide our products and services to Sourcewell's participating entities throughout the United States. With a wide footprint throughout the United States, Outdoorlink has proven more than able in terms of product fulfillment capabilities, client services, as well as geographic service components that may be a concern.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Outdoorlink is will and able to provide our products and services to Sourcewell participating entities throughout Canada. Our goals and expectations are: Increasing Awareness & Outreach – We will actively promote Sourcewell through targeted marketing, industry events, and direct engagement with public agencies. Our team will conduct educational webinars and provide materials to demonstrate the benefits of cooperative purchasing, ensuring agencies understand how to use this agreement effectively and purchase from Outdoorlink through the co-op to obtain additional savings and a better chance at overall approval.
		Delivering Value & Competitive Advantages – By leveraging Sourcewell, we streamline procurement for public entities, reducing administrative burdens and ensuring compliance with state and local regulations. Our company differentiates itself through competitive pricing, high-quality products/services, and dedicated customer support tailored to government agencies' needs. Building Strategic Partnerships – We will collaborate with regional government associations, procurement officers, and key decision-makers to integrate our solutions into their purchasing processes. Additionally, we will work closely with Sourcewell to
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	maximize contract utilization, ensuring agencies recognize and take advantage of the efficiencies and savings offered. None. Outdoorlink Inc. has established a nationwide footprint across the United States and a significant global reach in the remote management solutions industry. With over 1,100 US based clients, we offer controllers and service in every state regardless of
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.	geographical restrictions. None. Participating Entities will have full access to the suite of Outdoorlink solutions.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating entities in Hawaii and Alaska or in US Territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Outdoorlink would extend terms of any awarded master agreement to nonprofit entities.

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.	We will execute a comprehensive marketing strategy to promote the Sourcewell contract, including: - Company Website & Digital Presence (First 6 months): A dedicated Sourcewell publication within our website, highlighting the growth potential, ease of use, and benefits to the purchasing agent. - Targeted Email & Social Media Campaigns (Ongoing): Highlighting the benefits of the contract, success stories, and agency testimonials. - Industry Events & Webinars (Annual & Quarterly): Participation in government procurement expos, trade shows, and hosting educational webinars - Strategic Partnerships (Year 1-5): Collaborating with Sourcewell and other relevant organizations to drive awareness and adoption.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Outdoorlink leverages marketing automation, CRM data, and social media targeting to effectively reach specific audiences. We run audience-specific campaigns through platforms like LinkedIn, Facebook, and Instagram. SEO optimization and retargeting strategies drive ongoing engagement, and campaign analytics inform continuous improvements. If awarded, we will extend these tools to highlight the Sourcewell contract.	*
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?	Sourcewell provides credibility and procurement efficiency. We will integrate the contract into our sales process as a key selling point, offering it as a complaint and streamlined purchased path. Sales reps will be trained to present and explain the contract, and it will be featured in proposals, onboarding materials, and internal tools to ensure widespread use.	*
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.	Outdoorlink solutions are not available through an e-procurement ordering process.	*

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

Describe any product equipment		
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.	Outdoorlink offers individual onboarding for each new client. While the ODL Portal is an easy to use tool, this gives us the opportunity to show tools that may work for their unique needs. This onboarding opportunity is also offered on an as-needed basis if new personnel or users are added to the team. As an additional resource, our website houses a number of how-to guides for installation, we offer 1:1 phone or email support with our in-house installers, 24/7 live Customer Support, online videos for basic ODL portal walkthroughs, and any supporting tech documents needed for purchased hardware. All items are included as a standard with Outdoorlink Service, regardless of contract size.	*
	All Outdoorlink Controllers also come with a standard 1-year manufacturer's warranty and quick ship options when needed.	
Describe any technological advances that your proposed solution(s) offer.	Outdoorlink's controllers offers cellular controls for any electrical item. Each SIM is soldered in to create a sturdy connection, we maintain all modern cellular protocols and security, and emerging products will support Bluetooth Low Energy (BLE) to allow the controllers to "talk" to one another. With nine (9) Outdoorlink Patents, our products and services are uniquely engineered to give the utmost confidence to our users.	*
If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	While Outdoorlink does not directly use artificial intelligence in our solutions, the smart features built into our systems definitely bring some similarly efficient brainpower. Our advanced algorithms handle things like GPS-based lighting schedules that automatically adjust to sunrise/sunset, helping save energy. Our weather feature offers alternative schedules or daylight lighting based on overcast days. We also keep a constant eye on the health of connected devices, alerting to power outages, malfunctions or other issues. In addition, our open API offers the capability of linking lighting or other electrical schedules to alternative platforms that may be used for scheduling. This allows the users to use one scheduling platform for all of their facility needs and automatically have the power for their	*
S littivo Eas	Sourcewell participating entities. Include details, such as whether raining is standard or optional, who provides training, and any sosts that apply. Describe any technological dvances that your proposed olution(s) offer. If applicable, describe how your olution(s) leverage artificial intelligence (AI) to enhance the unctionality and efficiency of smart	are added to the team. As an additional resource, our website houses a number of how-to guides for installation, we offer 1:1 phone or email support with our in-house installers, 24/7 live Customer Support, online videos for basic ODL portal walkthroughs, and any supporting tech documents needed for purchased hardware. All items are included as a standard with Outdoorlink Service, regardless of contract size. All Outdoorlink Controllers also come with a standard 1-year manufacturer's warranty and quick ship options when needed. Outdoorlink's controllers offers cellular controls for any electrical item. Each SIM is soldered in to create a sturdy connection, we maintain all modern cellular protocols and security, and emerging products will support Bluetooth Low Energy (BLE) to allow the controllers to "talk" to one another. With nine (9) Outdoorlink Patents, our products and services are uniquely engineered to give the utmost confidence to our users. While Outdoorlink does not directly use artificial intelligence in our solutions, the smart features built into our systems definitely bring some similarly efficient brainpower. Our advanced algorithms handle things like GPS-based lighting schedules that automatically adjust to sunrise/sunset, helping save energy. Our weather feature offers alternative schedules or daylight lighting based on overcast days. We also keep a constant eye on the health of connected devices, alerting to power outages, malfunctions or other electrical schedules

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Outdoorlink is all about helping communities run smarter and greener. Our tools are built to cut energy use and reduce environmental impact. Things like real-time power monitoring, smart lighting schedules, and curfew functions ensuring shut off times are maintained without having to visit each site to save energy and lower emissions. We also make it easy to troubleshoot issues remotely, so there's less need for facilities personnel or service trucks to visit. For off-grid setups, we've got solar monitoring which maintains schedules just like our other controllers, but also offers unique solar monitoring. This build-in monitoring makes it easy to track power use and battery temps to make sure everything is working reliably, as well as	*
		enhance the longevity of batteries and bulbs!	
45	Identify any third-party issued ecolabels, 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.	N/A	*
46	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?	Outdoorlink specializes in smart solutions for remote management and monitoring of various assets, including lighting, signs, water features, electrical door locks and other electrical amenities. Primary product offerings include: 1. Outdoorlink 4-Series Smart Controller - Enables remote lighting and other electrical controls on new or pre-existing facilities, allowing a "set it and forget it" option that can work within any budget. Create separate schedules for multiple items on one controller. Outdoor rated, so can be installed wherever your current electrical components are, and comes with a wide array of service tools to make your day-to-day operations easier. These controllers support both AC and DC power inputs, allowing for versatile management of assets across different power configurations.	
		2. Outdoorlink 2-Series Smart Controller - A DC controller allowing control of solar items or other direct connect needs, such as door locks, electrical gates, wi-fi routers, etc.	
		3. Vantage - Designed for digital advertising, Vantage detects screen issues in real-time, ensuring the effective delivery of information or advertising relayed on in-house digital screens.	
		The Outdoorlink Software is even more unique and comes standard for all controllers and users. Built by our team of in-house engineers, it has been unique tailored with tools specific to our client's needs. These key capabilities include but are not limited to:	
		1. Tiered Users: Create user accounts based on the level of access each person requires. These tiers allow administrators to access all parts of service, down to view-only users only being permitted to view or turn their accessible items on/off as needed. Limit access by location, truly keeping control where it belongs.	
		2. Real-Time Alerts: The system provides immediate notifications for issues like power loss, low or high voltage, and connectivity problems, enabling prompt responses to potential disruptions.	*
		3. Map View: View your real-time alarms in a map view to easily create a plan when operational needs are present. When storms or power outages affect your area, know exactly which areas need your attention first.	
		4. Data and Maintenance Reports: See proof of your on/off schedule, who made any changes to your system or who turned your system on/off outside of the schedule, and create your maintenance reports in one easy place, allowing easy planning and tracking.	
		5. Outdoorlink App: The cost-free Outdoorlink® App empowers users to control and monitor illumination or reboot devices remotely. This mobile application enhances the flexibility and responsiveness of asset management by allowing real-time adjustments from smartphones or tablets. Working on the same live Portal available on your desktop or laptop computer, the Outdoorlink App allows all the same flexibility and user access while anywhere in the world.	
		6. Technical Support and Resources: Have the opportunity to talk to a real-person, in real-time, whenever you need us! Outdoorlink provides 24/7 technical support via phone or email, ensuring that any issues are promptly addressed by their Huntsville-based support team.	
		Additional Options: 1. Open API: With our open API, we will work with your management system to create seamless communication, allowing one day-to-day system for your team and clear communication and scheduling for both. 2. Single Sign-in Options available	

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.		C Yes No	NA	*
48		Minority Business Enterprise (MBE)	C Yes No	NA	*
49		Women Business Enterprise (WBE)	C Yes ← No	NA	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ○ No	NA	*
51		Veteran-Owned Business Enterprise (VBE)	∩ Yes ເ No	NA	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	NA	*
53		Small Business Enterprise (SBE)	C Yes ← No	NA	*
54		Small Disadvantaged Business (SDB)	C Yes No	NA	*
55		Women-Owned Small Business (WOSB)	C Yes No	NA	*

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

Provide detailed pricing information in the questions that follow below.

Line	Question	Poonence *	
Item	Question	Response *	

56	Describe your payment terms and accepted payment methods.	Outdoorlink Inc. offers a secure online payment portal where clients can:	
		*View outstanding balances *Make payments* *Review payment history *Receive notifications about upcoming payments *Set up auto-draft for recurring service plan payments	
		Payment Terms:	
		Initial Purchase: Payment for hardware and the selected service plan is due within 30 days of the signed quote being received by our billing department.	*
		Service Plan Options:	
		Monthly Payments – Due on the first day of each month, beginning with the first full calendar month following activation and registration of the Outdoorlink® System. Annual Payments – Payable in one lump sum on the first day of the first calendar month after system activation and registration. Outdoorlink offers discounted 3-, 5-, and 10-year service plans.	
		Accepted Payment Methods:	
		Payments may be made via check, ACH transfer, credit/debit card, or purchase order.	
57	Describe any leasing or financing options available for use by educational or governmental entities.	Outdoorlink offers flexible billing cycles to fit each fiscal calendar and can be tailored to each finance department, to make invoice processing quick and easy.	*
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.	Outdoorlink orders are processed and fulfilled in-house. Each request for proposal goes through our in-house sales team, who will be able to provide a quick quote based on individual project needs, as well as answer any questions relating to hardware, service and installation. Each quote can be signed to place an order and the invoice is processed via email once the order has been fulfilled. Payment processing is easily set up through our payment portal.	*
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?	Outdoorlink accepts P-Card procurement payments. When paying by credit card, a 5% surcharge is assessed in the final cost.	*
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.	Outdoorlink is a product and service based company. Each hardware product pricing will reflect the agreed upon pricing structure provided to Sourcewell and its members. Service has a standard pricing structure based on length of term and can be billed monthly, annually or in a pre-paid format. Add-on service features are in addition to this base pricing, which is outlined in the pricing provided/attached.	*
		Sourcewell can request data, invoices, or payment history to confirm compliance with the pricing in the Master Agreement at any time. This information will be provided within 3-business days of the request, unless otherwise communicated.	
		See price guide attached.	
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.	Sourcewell is offered 10% to 40% discount on hardware purchases regardless of quantity. Outdoorlink offers discounted monthly/annual and multi-year service	
	, , , , , , , , , , , , , , , , , , ,	plans. Monthly/Annual: Sourcewell Discount: 20% 3 Year: Sourcewell Discount - 25% 5 Year: Sourcewell Discount - 30% 10 Year: Sourcewell Discount - 33%	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell is offered 10% to 40% discount on all hardware purchases regardless of quantity or volume.	*

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.	Additional discount is provided to any products and services purchased through Sourcewell Co-Op to further encourage purchasing through the Co-Op and perpetuate support of the Sourcewell services	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any required installation and contactors if electrical load is over 277v but does not have contactors in place.	*
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.	Shipping and handling fees are actualized and vary based on factors such as product size, weight, and destination. Shipping quotes can be provided before order is placed.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and handling to Alaska, Hawaii, Canada or any offshore location are actualized and vary based on factors such as product size, weight, and destination. Shipping quotes can be provided before order is placed.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Centralized Fulfillment and Logistics Coordination: Outdoorlink operates a centralized logistics hub for the staging and fulfillment of all orders. From this location, shipments are coordinated with leading national carriers to ensure timely, trackable delivery to designated installation sites across the United States and Canada. This model supports both large-scale rollouts and expedited individual unit shipments as needed.	*
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.	Sourcewell or any public sector agency will have the right to request data, invoices, or pricing at any time to verify no adjustments have been made and pricing is within the agreed upon price model. Verification will be provided within 3-business days at the time of request, unless communicated otherwise.	*
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.	Outdoorlink's order system has a mandatory line-item where a salesperson is selected for commission tracking purposes. For the purposes of tracking, Sourcewell will be added to our system as a unique sales-person, offering an easy and traceable identifier to each relevant order, as well as being tagged throughout the invoicing and payment process. This will identify the amount both for the Director of Sales for tracking and approval purposes, as well as the Financial Controller to create a seamless tracking and approval process across both teams. This will also create a key pricing model within our sales process, which will come up automatically once the sales person is selected.	*
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.	Outdoorlink will provide 2% of all hardware sales, including additional items such as contactors, dimmers, etc. All administrative fees will be paid upon payment received.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	contracts, or agencies.	Sourcewell clients and participants will have preferred pricing on all Outdoorlink products and services.

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

			_
Line			
	Question	Response *	
Item			

72 Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.

Hardware Solutions:

- 1. Outdoorlink 4-Series Smart Controller Enables remote lighting and other electrical controls on new or pre-existing facilities, allowing a "set it and forget it" option that can work within any budget. Create separate schedules for multiple items on one controller. Outdoor rated, so can be installed wherever your current electrical components are, and comes with a wide array of service tools to make your day-to-day operations easier. These controllers support both AC and DC power inputs, allowing for versatile management of assets across different power configurations.
- 2. Outdoorlink 2-Series Smart Controller A DC controller allowing control of solar items or other direct connect needs, such as door locks, electrical gates, wi-fi routers, etc.
- 3. Vantage Designed for digital advertising, Vantage detects screen issues in real-time, ensuring the effective delivery of digital out-of-home advertisements. These products cater to various applications across multiple industries, including parks and recreation, campus facilities, transit operations, commercial properties, out-of-home advertising/billboards, and digital place-based media.

Services and Solutions:

- 1. Standard Outdoorlink Portal Offered for all of our controllers, regardless of model type
- Tiered Users: Create user accounts based on the level of access each person requires. These tiers allow administrators to access all parts of service, down to view-only users only being permitted to view or turn their accessible items on/off as needed. Limit access by location, truly keeping control where it belongs.
- 2. Real-Time Alerts: The system provides immediate notifications for issues like power loss, low or high voltage, and connectivity problems, enabling prompt responses to potential disruptions.
- 3. Map View: View your real-time alarms in a map view to easily create a plan when operational needs are present. When storms or power outages affect your area, know exactly which areas need your attention first.
- 4. Data and Maintenance Reports: See proof of your on/off schedule, who made any changes to your system or who turned your system on/off outside of the schedule, and create your maintenance reports in one easy place, allowing easy planning and tracking.

Technical Support and Resources

- 1. Comprehensive Support: Outdoorlink provides 24/7 technical support via phone or email, ensuring that any issues are promptly addressed by their Huntsville-based support team.
- 2. Installation Guidelines: Detailed installation manuals and guidelines are available for all Outdoorlink controllers, assisting users in proper setup and maintenance of their systems. Outdoorlink also offers in-house installation troubleshooting, allowing you to speak live with our technical team to guide through your installation, no matter how big or how small.
- 3. Onboarding: Outdoorlink will do live onboarding, typically taking less than 30 minutes, for any of your staff in need. In addition to user guides and videos, effortlessly set up a quick video call with our sales and customer service specialists to show you how to best use your system and make sure you're ready to use your controller to its full potential.
- 4. Mobile Application for Remote Management: The cost-free Outdoorlink® App empowers users to control and monitor illumination or reboot devices remotely. This mobile application enhances the flexibility and responsiveness of asset management by allowing real-time adjustments from smartphones or tablets. Working on the same live Portal available on your desktop or laptop computer, the Outdoorlink App allows all the same flexibility and user access while anywhere in the world.

Add-On Offerings:

- 1. Dimmers Available for any dimmable light fixture wired 0-10. Built directly into our 4-Series controller, you get all the same controllability with the added benefit of dimming manually or based on a pre-set schedule
- 2. Camera Wired directly into our 4-Series controller, our cameras offer still images that load directly onto the Outdoorlink Portal for easy access and monitoring

		3. Curfew Feature - Never get late night phone calls due to lights burning after hours. Set a curfew feature, making it impossible for any non-admin or schedule to have the lights on, making sure you're consistently within the city ordinances and your neighbors are kept happy. 4. Weather Feature - Set an override to your current schedules based on weather in your area 5. Intrusion - Has 3 available sensor ports which allow for various sensors and motion detectors to be utilized. All sensors report back to the Outdoorlink Portal to view the status and/or control certain functions. For example, turn off an entire asset if motion is detected.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Additional items offered by Outdoorlink include alternative controller options, as well as electrical components to better support installation, especially when retrofitting older facilities or installing on alternative items. These items include but are not limited to: - Contactors - Attaboxes - Override 4-Series Controller - Spring Timer Manual Override Option - ANSI 4-Series Controller for true electrical monitoring - Refurb Units - tested to ensure the same great controller, void of warranty	*
74	Describe how your solutions ensure data privacy, security, and compliance.	With our full staff of engineers on-site, Outdoorlink takes security and response time very seriously. Outdoorlink does not store any PII on our Portal. User access for our Portal is governed by Amazon's Cognito Service, which supports multiple authentication methods. Each unit's communication is via secure IPSEC interfaces with the cellular network. Units are all on VPNs with private IP addresses. Communication packets are evaluated for integrity on an end-to-end basis. All infrastructure traffic is monitored and hardened via active WAF. And lastly, all access to on-prem and cloud infrastructure resources is secured via on-prem managed VPN.	*
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	The Outdoorlink technology is based on standardized cellular communication. It employs the latest IoT cellular technology. Radio modules can be replaced as cellular technology advances maintaining the base infrastructure. Unit firmware can be upgraded over the air as necessary.	*

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.		*
	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.		*
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.		*

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 *
	durability and adaptability of mounting structures in varying environmental conditions.	The Outdoorlink 4-Series Smart Controller is UL50 certified, dust proof, rated for 0-95% humidity, non-condensing, RoHS and safe in temperatures -40C to 70C (-40F to 158F). Our uniquely designed enclosure can be installed indoors or outdoors alike, to fit seamlessly wherever your electrical controls are currently located.

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

Platic			_
Line Item	Category or Type	Comments *	
80	Describe what redundancy features are built into your network components to ensure continuous operation.	Outdoorlink offers redundancy features to ensure continued operation in case of failure. This includes but is not limited to the last schedule continuing to run if communication is interrupted as well as the Curfew Controls allowing for implementation of strict curfews, which cannot be overridden, ensuring compliance with city ordinances and public safety standards.	*
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	The Outdoorlink Portal offers an Open API, which allows us to work with other management platforms to create seamless communication. This allows one day-to-day system to be used and clear communication and scheduling for both. This can also be used to integrate with ticket creations for operations teams or any other communication necessary. Mapping and reporting features allows for clear monitoring of even the largest facilities and a clear overview of where focus is needed to maintain day-to-day functionality. Outdoorlink is often used as a redundant power control for alternative options. Reboot screens, wi-fi routers, or even items currently on timers that may be reset due to power surges or outages.	*
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	The Outdoorlink Portal offers an Open API, which allows us to work with other management platforms to create seamless communication. This allows one day-to-day system to be used and clear communication and scheduling for both. This can also be used to integrate with ticket creations for operations teams or any other communication necessary. Outdoorlink Portal can also establish a single sign-in option allowing for easy usability across the team.	*

Table 7E: Integration with Turnkey Services

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

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

Line Item	Category or Type	Comments *	
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	Outdoorlink controllers can be retrofitted onto almost any electrical need. With our inhouse electrical engineers and technicians, our team is happy to discuss any unique project need to find a solution that is best suited.	*
84	Describe your proposed maintenance plans and schedules. Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities. Include pricing for such maintenance in your proposal.	All Outdoorlink updates to both software and firmware can be managed remotely. While we do not offer maintenance plans, Outdoorlink does offer a 1-year manufacturer warranty, 24-hour support, and quick ship options for quick replacements should a hardware issue take place.	*
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	Hillsborough County Parks and Recreation Department oversees Florida's largest sports field system. In 2019, prior to deploying Outdoorlink Controllers, they primarily relied on keys and switches located inside cabinets to control their large number of fields and facilities. This led to huge security issues, complaints of misuse, and wasted resources. Outdoorlink worked with Hillsborough County to find solutions unique to each of their facilities. The team did on-site visits, webinars, and created open communication between installers, users, and our team to ensure the transition to the system went smoothly. Ultimately Hillsborough County converted lighting control systems at all 65 sports complexes within a four month period. User accounts were created for league representatives and limited to their system needs and locations to ensure misuse was not permitted. Curfew features were set up across all facilities to guarantee lights weren't on after city ordinances took effect. Hillsborough's self-reported savings came in at around 44% for all facilities, with just the 31 league used sites at an annual savings of \$325,000.	*
		The process: - Finding the right fit: Outdoorlink will speak to the facility directly to ensure that the right controller and configuration is being recommended. This process is made incredibly easy, due to the 4-series controller being rated for up to 277v and having up to 4 items controlled per device. - Education: Outdoorlink's team of technicians and customer support helps walk through any installation questions, being on-call during the process, and onboarding both for install and system use as-needed. - Purchase and Implementation: Outdoorlink is able to fulfill most orders within 3-business days, as well as include any additional hardware needed such as contactors, additional wiring, etc.	

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *	
	○ No	

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

Docusign Envelope ID: 33909FB5-CD78-462D-968D-7D88058FD8C2

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 Sourcewell RFP 041525 Outdoorlink Pricing.pdf Tuesday April 15, 2025 13:52:27
 - Financial Strength and Stability Financial Strength Letter.docx.pdf Tuesday April 15, 2025 13:56:21
 - Marketing Plan/Samples Outdoorlink Sourcewell RFP 041525 Marketing Examples.pdf Tuesday April 15, 2025 15:09:09
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples Outdoorlink Quote and Licensing Agreement.pdf Tuesday April 15, 2025 14:53:42
 - Requested Exceptions (optional)
 - Upload Additional Document Outdoorlink Install Guides, Tech Sheets and Certifications.zip Tuesday April 15, 2025 14:58:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	⋈	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	V	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	₩	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	I≅	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	⋈	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	⋈	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	₩.	1