

# MASTER AGREEMENT #041525 CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services SUPPLIER: Cooper Lighting, LLC

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 Cooper Lighting, LLC, 1121 Highway 74 South, Peachtree City, GA 30269 (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, provided that, notwithstanding anything in the contrary herein, if any tariffs, duties, or levies enacted (or modified) or other costs of manufacturing or distribution increase during the term and impact the cost of manufacturing, importing, delivering, supplying or providing any products or services, then Supplier, may, through the Product and Price Change process outlined in Article 2.2 below, adjust the prices for products and/or services not yet delivered or performed. 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. Subject to the terms and conditions of Supplier's Standard Product Warranty (the "Warranty"), found for each respective product at: <a href="https://www.cooperlighting.com/global/resources/legal">https://www.cooperlighting.com/global/resources/legal</a>, 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. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- 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 provisions listed in this Article 1 Section 16, or any similar requirements governing procurement with federal funds, shall apply to Supplier only if (i) Participating Entity expressly specifies in writing in a notice to Supplier which federal law, rule, or regulation shall apply; and (ii) Supplier's authorized representative approves of the same in advance, expressly and in writing. Subject, always, to the foregoing, the following list applies when a Participating Entity uses United States federal funds to finance the acquisition of Supplier's Included Solutions.

- 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.
- pavis-bacon act, as amended (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor

regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where iii) 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.
- 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.

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- 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, conditioned, or delayed. 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 Supplier's 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 but reasonable discretion and, for the avoidance of doubt, Sourcewell shall not unreasonably withhold or delay its approval of such requests for non-material changes by Supplier.
- 13) **Amendments.** Any change or modification to this Agreement other than the non-material changes requested by Supplier to Sourcewell under Section 12 above must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees actually incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its employees; this indemnification obligation shall only be with respect to third party claims of damages or losses related to: i) injury, damage or death to person(s) or property caused by some defect in design, condition, or performance of Included Solutions under this Agreement; or ii) infringement by the Included Solutions of any third party intellectual property rights. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL EITHER SOURCEWELL OR SUPPLIER BE LIABLE FOR ANY SPECIAL, INCIDENTIAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITITIVE OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, OR USE. THE AGGREGATE LIABILTY OF SUPPLIER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY INDEMNITIES, WILL IN NO CASE EXCEED THE APPLICABLE GENERAL AGGREGATE LIABILITY LIMIT OF SUPPLIER'S COMMERCIAL INSURANCE POLICY AS REQUIRED HEREIN IN AT THE FOURTH BULLET POINT IN SECTION 22(a) OF ARTICLE 2.

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 license limited to use only the trademark(s) provided to Supplier by Sourcewell only in advertising, promotional materials, and informational sites for the purpose of marketing the relationship between the parties or their respective Included Solutions governed by this Agreement or otherwise approved by Sourcewell with Sourcewell's prior written consent.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive license limited to use only Supplier's trademarks provided to Sourcewell only in advertising, promotional materials, and informational sites for the purpose of marketing the relationship between the parties or the Included Solutions governed by this Agreement or as otherwise approved by Supplier with Supplier's prior written consent.
- 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 solely for the purpose of marketing the Parties' relationship or Included Solutions. Any sublicense granted will be subject to the terms and conditions of this Article, and licensee will use reasonable efforts to ensure compliance of any Permitted Sublicensee and terminate any sublicense at the reasonable request of the licensor if the Permitted Sublicensee does not cure any breach of the terms and conditions of this Article pursuant to subsection c(ii) below.

## c) Use; Quality Control.

- Neither party may alter the other party's trademarks from the form provided and must comply with reasonable removal requests made by the licensor as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- iii) The licenses granted in this Section 19 do not include the right of either party or a party's Permitted Sublicensees to register the other party's provided trademarks as either part of a company name or as a new domain name to market the relationship or products or services governed by this Agreement without the provided trademark owner's prior written consent.
- 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

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suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

- provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees. Termination of this Agreement does not require Supplier to terminate a thencurrent agreement or commitment it may have with or to a Participating Entity prior to its natural termination.
- 24) **Termination for Cause.** Sourcewell or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the non-terminating party's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3: Supplier Obligations to Participating Entities

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

- 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. Supplier's Proposal includes the following terms which will apply, as mutually agreed between Supplier and Participating Entity, to the sale of Included Solutions to Participating Entities: a) Supplier's Domestic Terms, b) Supplier's Lighting and Controls Product Matrix c) Supplier's Field Service terms, and d) Supplier's End User License Agreement for any software that may be provided to Participating Entities, accessible at Supplier's website: https://www.cooperlighting.com/global/resources/legal.
- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement.

## Sourcewell

Signed by:

JEVEMY Schwartz

COFD2A139D06489...

By:

Jeremy Schwartz

Title: Chief Procurement Officer

Date: \_\_\_\_\_\_10/29/2025 | 10:58 AM CDT

Cooper Lighting, LLC

Docusigned by:

Alfonso Koldan tergulen

CC3201686D86491...

Alfonso Roldan Kerguelen
Title: CFO, Cooper Lighting Solutions

Date: \_\_\_\_\_10/24/2025 | 11:09 AM PDT

Cooper Lighting, LLC

Signed by:

Evaly Easler

114F15B45B0D496...

Kraig Kasler

Title: Kraig Kasler, President

Date: \_\_\_\_\_10/29/2025 | 9:47 AM CDT

v052824

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

### **Vendor Details**

Company Name: Cooper Lighting, LLC

Does your company conduct

business under any other name? If Cooper Lighting, LLC

yes, please state:

1121 HIGHWAY 74 SOUTH

Address: PEACHTREE CITY, GA 30269

Contact: Gabriel Hough

Email: gabe.hough@cooperlighting.com

Phone: 315-727-4340 HST#: 04-3391805

#### **Submission Details**

Created On: Wednesday March 05, 2025 08:29:41 Submitted On: Monday April 14, 2025 21:14:41

Submitted By: Gabriel Hough

Email: gabe.hough@cooperlighting.com

Transaction #: 0dec3c4f-8b3c-4af6-a319-9b75d33a7484

Submitter's IP Address: 147.243.17.138

#### **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.	Cooper Lighting, LLC *
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Cooper Lighting, LLC, Trellix Infrastructure
4	Provide your CAGE code or Unique Entity Identifier (SAM):	COOPER LIGHTING 31735251 (CAGE/SAM expired back in 2020)
5	Provide your NAICS code applicable to Solutions proposed.	335122 - Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing 335129 - Other Lighting Equipment Manufacturing
6	Proposer Physical Address:	Cooper Lighting Solutions, 1121 Highway 74 South, Peachtree City, GA 30269
7	Proposer website address (or addresses):	https://www.CooperLighting.com * https://www.cooperlighting.com/global/brands/trellix-infrastructure
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ryan Demorest Commercialization Manager - Ephesus Sports Lighting & Trellix Infrastructure 125 E. Jefferson St. Syracuse, NY 13202 Ryan.Demorest@cooperlighting.com 315-238-8831 (Office) 315-243-3335 (Cell)
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Demorest Commercialization Manager - Ephesus Sports Lighting & Trellix Infrastructure 125 E. Jefferson St. Syracuse, NY 13202 Ryan.Demorest@cooperlighting.com 315-238-8831 (Office) 315-243-3335 (Cell)
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Armstrong Director of Connected Outdoor Lighting Cooper Lighting Solutions 1121 Highway 74 South Peachtree City, GA 30269 Michael.Armstrong@CooperLighting.com 864-238-6540  * Marc Reasor Solutions Architect - Trellix Infrastructure Cooper Lighting Solutions 1121 Highway 74 South Peachtree City, GA 30269 Marc.Reasor@CooperLighting.com 770-371-5568

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.	Cooper Lighting Solutions has a proud legacy in the lighting industry that spans more than a century. Our heritage traces its roots to the historic Cooper Industries, founded in 1833, and over the years has evolved into a dynamic, future-focused organization dedicated to advancing the world through innovative lighting technologies. Today, as part of Signify, we continue to build upon this foundation by delivering proven, forward-thinking solutions that empower our customers to illuminate their environments in safer, smarter, and more energy-efficient ways.
		At the heart of our business are core values that guide everything we do:
		1. **Innovation:** We constantly seek new ways to improve lighting performance, efficiency, and quality of light, ensuring our customers benefit from cutting-edge product development and advanced digital capabilities.
		2. **Integrity:** We believe in transparency and accountability, both in how we serve our customers and how we work with our employees and partners. Our commitment to integrity underpins our reputation for dependability and long-term customer satisfaction.
		3. **Sustainability:** From designing energy-efficient products to promoting responsible manufacturing practices, environmental stewardship plays a central role in our decision-making. We aspire to reduce carbon footprints while creating positive impacts for the communities we serve.
		4. **Customer-Centric Focus:** We understand that every project is unique. That's why we collaborate closely with our clients and distribution partners to address their specific needs and deliver tailored solutions that exceed expectations.
		These values align with our overarching business philosophy of helping customers navigate the challenges of today's rapidly changing lighting landscape. We leverage our deep expertise, extensive product portfolio, and vast global reach to provide holistic solutions that integrate seamlessly with emerging technologies—whether for large-scale commercial facilities, municipalities, or small business environments.
		Our longevity is a testament to our ability to adapt, innovate, and consistently deliver. We have been at the forefront of industry transformations—transitioning from traditional lamps and fixtures to LED lighting and now to connected, IoT-based systems that optimize performance and user experience. We are proud to combine decades of proven leadership in engineering and manufacturing with the agility to shape the future of lighting.
		By partnering with Cooper Lighting Solutions, members of the Sourcewell Cooperative Purchasing Group can count on a company whose heritage is as strong as its drive to create a more efficient, sustainable, and well-lit world—one innovative solution at a time.

What are your company's expectations in the event of an award?

Building on our history as an incumbent contract holder for LED Sports Lighting with Sourcewell, we recognize the power of our solutions in shaping modern infrastructure for eligible entities. Over the past three years, we have continued to expand our reach by introducing both current and prospective Sourcewell members to the streamlined procurement benefits that Sourcewell contracts offer.

If awarded the contract renewal, we will:

- 1. \*\*Prioritize Sourcewell as a Procurement Vehicle\*\*: We will emphasize the benefits of early adoption of the Sourcewell contract in every sales conversation, ensuring members and prospective customers quickly access cost-competitive solutions.
- 2. \*\*Leverage Smart Infrastructure & Connected Lighting\*\*: Our offerings now include advanced smart infrastructure solutions, outdoor sensors, and connected lighting systems—technologies that significantly enhance operational efficiency, reduce energy costs, and improve community safety. We look forward to working closely with Sourcewell members to deploy these innovative solutions across a broad range of applications.
- 3. \*\*Empower Our Sales Channels\*\*: We will continue educating our sales teams on how to optimize these integrated solutions and fully leverage the Sourcewell contract. By aligning procurement efficiency with cutting-edge lighting and sensor capabilities, our sales channels will be well-equipped to support projects that shape smarter, more sustainable environments.
- 4. \*\*Optimize Project Implementation\*\*: As part of our commitment to cost-effective and timely execution, we will collaborate with Sourcewell Members to roll out LED sports lighting and connected infrastructures in a way that maximizes ROI, enhances safety, and drives community well-being.

Below is a revised response that focuses on Cooper Lighting Solutions' broader infrastructure and connected lighting capabilities, without mentioning sports lighting:

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\*\*Our Expectations in the Event of an Award\*\*

As a current Sourcewell contract holder, Cooper Lighting Solutions recognizes the immense value our solutions bring to eligible entities. We have continually expanded our reach by introducing Sourcewell's streamlined procurement advantages to both existing and potential members.

If awarded a renewed contract, we will:

1. \*\*Prioritize Sourcewell as a Procurement Vehicle\*\*

We will continue integrating the benefits of Sourcewell procurement into our early sales discussions, ensuring that our customers can promptly access cost-effective, cutting-edge lighting solutions.

2. \*\*Leverage Smart Infrastructure & Connected Lighting\*\*

Our offerings encompass advanced infrastructure solutions, outdoor sensors, and connected lighting systems that significantly enhance operational efficiency, reduce energy consumption, and improve safety. We look forward to collaborating with Sourcewell members to deploy these innovations for a variety of applications—from campuses and municipalities to commercial and industrial settings.

3. \*\*Empower Our Sales Channels\*\*

We will reinforce our sales teams with the necessary resources and insights to optimize these integrated solutions under the Sourcewell contract. By uniting procurement efficiencies with next-generation technology, our channels will be ideally positioned to help members create smarter, more resilient environments.

4. \*\*Optimize Project Implementation\*\*

Our commitment extends to delivering each project in a cost-effective, timely manner. We will work in close partnership with Sourcewell Members to tailor our connected lighting and sensor solutions, ensuring maximum return on investment and lasting benefits for the communities they serve.

With a continued emphasis on smart infrastructure, we're poised to help Sourcewell members transform their facilities, enhance public spaces, and drive sustainable growth—enabling more vibrant, efficient, and future-ready communities.

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.	Cooper Lighting, LLC is a subsidiary of Signify N.V. Corporation, which is publicly traded and reported sales of EUR \$6.14 Billion in 2024, with strong market share growth and EBITA margins.  Financial Information can be found here: https://www.signify.com/global/our-company/investors/financial-reports/annual-report
14	What is your US market share for the Solutions that you are proposing?	Cooper Lighting LLC has been a trusted provider of lighting products and solutions in the US market for over 100 years. Together with Trellix Infrastructure, we have led the technological revolution in the Connected Lighting Industry, catering to early adopters and setting industry standards.  Globally, we are leaders in connected lighting systems, with over 5.2 million connected lighting system nodes installed. We hold a 25% share of the global market for connected lighting. In North America (US & Canada), Cooper Lighting Solutions and our parent company, Signify N.V., command a 15% market share.  Our commitment to research and development (R&D) and new product innovation (NPI) ensures that we continue to push the boundaries of what is possible in the lighting industry. We focus on making our products available to the core markets that Sourcewell members operate in, ensuring they have access to the latest and most advanced lighting solutions.
15	What is your Canadian market share for the Solutions that you are proposing?	Cooper Lighting LLC has been a trusted provider of lighting products and solutions in the US market for over 100 years. Together with Trellix Infrastructure, we have led the technological revolution in the Connected Lighting Industry, catering to early adopters and setting industry standards.  Globally, we are leaders in connected lighting systems, with over 5.2 million connected lighting system nodes installed. We hold a 25% share of the global market for connected lighting. In North America (US & Canada), Cooper Lighting Solutions and our parent company, Signify N.V., command a 15% market share.  Our commitment to research and development (R&D) and new product innovation (NPI) ensures that we continue to push the boundaries of what is possible in the lighting industry. We focus on making our products available to the core markets that Sourcewell members operate in, ensuring they have access to the latest and most advanced lighting solutions.
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.	Cooper Lighting, LLC has never petitioned for bankruptcy protection.
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?	Cooper Lighting LLC is a manufacturer with dedicated sales and operational employees that work directly for the Trellix Infrastructure brand. We also have third-party sales agents and integrator that have exclusivity contracts as part of our network. Below is our regional breakdown for servicing customers.  The United States regions have been broken into Southeast, Northeast, Central, Gulf, and West. Each of these regions has a support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR) and territory sales  Agents that develop and implement successful projects. The RSMs and Agents oversee creating end user relationships within the region with support from the Lighting Designer, Project Manager and Inside Sales Representative creating the designs, quotes, and construction plans to ensure smooth project implementation whether a site is new construction or retrofitting existing structures.  Cooper Lighting has strategic partnerships through contracted 3rd party agents and integrators that extend our customer service outreach. Through our agent and integrator network we work with end users and specifiers to drive project development to stimulate the market. Our network also provides the local on demand resources needed to successfully implement projects. Our integrator relationships have resulted in highly trained and qualified electrical contractors available throughout the country to help successfully deploy turnkey solutions.

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.	Cooper Lighting LLC works with our contracted agency and integrator network throughout the project life cycle to ensure that all parties are properly certified and licensed to perform the expected work.	*
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.	Not applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Industry Awards & Recognition (Past Five Years)  1. Illuminating Engineering Society (IES) Progress Report  o 2024: Trellix Infrastructure Recognized for its advanced connected lighting platform that integrates IoT sensors, data analytics, and real-time monitoring capabilities. The solution provides scalable, cost-effective infrastructure management that enhances occupant experiences, optimizes operational efficiency, and future-proofs facilities for ongoing innovation.  o Other Recent IES Progress Selections WaveStream™ LED Optics: Celebrated for its groundbreaking LED optical design, delivering superior illumination control and energy efficiency. Connected Lighting & Controls (e.g., LumaWatt Pro): Praised for leveraging IoT connectivity to reduce operational costs, streamline lighting management, and yield data-driven insights for building optimization. Architectural & Specialty Luminaires: Multiple fixtures recognized for excellence in design, functionality, and application flexibility in a variety of market segments.  2. LightFair Innovation Awards o Over the past five years, Cooper Lighting Solutions has been acknowledged several times at LightFair for its innovations in LED technology, intelligent controls, and system integration, emphasizing both energy efficiency and aesthetic impact.  3. Additional Honors o Cooper Lighting Solutions has garnered recognition in other prestigious industry programs, including the LEDs Magazine Sapphire Awards and various sustainability- focused initiatives. These accolades underscore the company's commitment to advancing energy-efficient solutions, reducing environmental footprints, and enhancing user experiences.  Why These Awards Matter These distinctions reflect Cooper Lighting Solutions' unwavering commitment to quality, sustainability, and forward-thinking design. Our Trellix Infrastructure, in particular, exemplifies how advanced sensor technologies and connected platforms are transforming the lighting industry—creating safer, smarter spaces and driving long-term v	*
21	What percentage of your sales are to the governmental sector in the past three years?	Cooper Lighting Solutions sales to the government sector in the past three years account for 21% of revenue	*
22	What percentage of your sales are to the education sector in the past three years?	Cooper Lighting Solutions sales to the education sector in the past three years account for 24% of revenue	*
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?	Sourcewell (Awarded Contract in 2019, 2024): >\$10.5M in Sales to Date TIPS USA (Awarded Contract in 2019): >\$1.5M in Sales to Date	*
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?	We do not currently hold any GSA or SOSA contracts.	*

## 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 *	
City of Dalton (USA, GA)	David Keaton	7065291202	*
City of Westfield (USA, NY)	Andrew Thompson	7163262145	*
City of Ottawa (Ontario, CAN)	Rob Kent, Envari	6133218274	*

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.	The United States regions have been broken into Southeast, Northeast, Central, Gulf, and West. Each of these regions has a support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR) and territory Sales Agents that develop and implement successful projects. The RSMs and Agents oversee creating end user relationships within the region with support from the Lighting Designer, Project Manager and Inside Sales Representative creating the designs, quotes, and construction plans to ensure smooth project implementation whether a site is new construction or retrofitting existing structures. Cooper Lighting has strategic partnerships through contracted 3rd party agents and integrators that extend our customer service outreach. Through our agent and integrator network we work with end users and specifiers to drive project development to stimulate the market. Our network also provides the local on demand resources needed to successfully implement projects. Our integrator relationships have resulted in highly trained and qualified electrical contractors available throughout the country to help successfully deploy turnkey solutions.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Cooper Lighting LLC maintains a comprehensive network of third-party agents, integrators, and distributors across both the United States and Canadian markets. Each agent is carefully selected for their expertise in commercial, industrial, and infrastructure lighting, and is fully supported by Cooper Lighting LLC's dedicated sales, technical, and operational teams. This approach ensures that end-users receive both top-tier products and exceptional service throughout the project lifecycle. In addition to our agent network, Cooper Lighting LLC has strategic partnerships with regional and national resellers. These relationships enable us to seamlessly scale our offering, streamline procurement, and deliver more efficient project support to members of Sourcewell. By combining our robust product portfolio with these trusted distribution channels, Cooper Lighting LLC stands ready to meet diverse lighting and controls needs with speed, consistency, and the highest level of professionalism.	*
28	Service force.	Cooper Lighting LLC provides dedicated resources in each region to oversee every stage of a project, from concept through post-installation warranty. This structured approach ensures that our customers receive comprehensive guidance and proactive support. At the outset, a Lighting Designer (LD) creates custom photometric layouts while also working with our controls engineering team to integrate network lighting controls, sensors, dimming capabilities, and centralized management systems into the overall design. After the design phase, our Inside Sales Representative (ISR) collaborates with local sales representatives and the customer to finalize product selections, generate accurate quotations, and manage the order process. As soon as the project is ready for installation, a Project Manager (PM) takes over, coordinating schedules, overseeing logistics, and ensuring a seamless execution that remains both on time and within budget. Finally, once the system is in place, our Service Department (SD) steps in to manage the warranty coverage, provide ongoing maintenance, and sustain a positive customer relationship for the duration of the system's lifecycle. This end-to-end support framework enables Cooper Lighting LLC to consistently deliver innovative lighting solutions that meet diverse needs while maintaining the highest level of service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In most instances, Cooper Lighting Solutions will enter into a direct contract with the Sourcewell Member for the procurement and implementation of lighting products and network lighting control systems. However, in certain cases, one of our authorized dealers or resellers may contract with the member on our behalf. Each dealer or reseller is bound by strict contractual agreements that ensure full adherence to Sourcewell's parameters and requirements. Regardless of whether the order is placed directly with Cooper Lighting Solutions or facilitated through an authorized partner, we maintain comprehensive oversight—covering everything from product specification to the integration of our advanced control platforms—so that each Sourcewell Member receives a seamless, compliant, and future-ready lighting solution.	*
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.	At Cooper Lighting Solutions, our commitment to customer support spans from the initial planning stages through post-implementation. Our team offers comprehensive support for commissioning and setup, as well as training tailored to each project's unique requirements. This approach ensures that our customers or their chosen installers have direct access to expert guidance on product selection, system configuration, and best practices for operating and maintaining our lighting solutions. Because every environment has different needs, we customize our support—providing comprehensive resources that range from troubleshooting assistance to user training and system updates. By remaining actively involved at each step, we deliver a complete, dependable service experience that empowers Sourcewell Members to deploy and optimize their Cooper Lighting Solutions with confidence.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cooper Lighting LLC will service all Sourcewell Members within the United States following the parameters of the awarded contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cooper Lighting LLC will service all Sourcewell/Canoe Members within Canada following the parameters of the awarded contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada under the proposed contract.	*
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.	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cooper Lighting LLC will service all Sourcewell Members within Hawaii, Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada.	*

## 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.	At Cooper Lighting, our multi-layered marketing strategy is designed to meet the needs of a broad spectrum of end users—from governmental agencies and educational institutions to commercial and industrial clients. We blend digital outreach with in-person engagement by offering web-based assets, print-on-demand materials, and robust training programs. A central element of our approach is our nationally recognized training center, The Source, which hosts more than ten thousand visitors annually. Here, participants can engage in interactive workshops, hands-on product demonstrations, and live technical seminars. We also provide comprehensive online training platforms that empower customers to learn at their own pace and stay current on the latest product innovations. Additionally, Cooper Lighting actively participates in industry conventions, tradeshows, and subject matter expert speaking engagements. These events not only help us showcase our advanced lighting solutions but also position us to share technical insights and best practices with a wide audience. By integrating these face-to-face opportunities with technical sales support literature and ongoing training, we equip our sales teams to deliver impactful presentations and facilitate strong customer engagement. Finally, we leverage the broader Cooper Lighting organization—capitalizing on digital tools, content marketing, and synergistic branding—to extend our reach and promote our comprehensive portfolio of offerings across multiple market segments.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Cooper Lighting Solutions, we embrace a data-driven marketing approach that leverages social media engagement, digital analytics, and strategic metadata usage to deliver relevant and timely messages to diverse customer segments. We actively maintain a presence on platforms like LinkedIn, Instagram, and X (Twitter), where we share thought leadership articles, product highlights, and success stories—positioning us as a credible resource for government, education, commercial, and industrial audiences.  By analyzing key demographic and behavioral data, we refine our advertising to reach decision-makers with the greatest need for our advanced lighting and control solutions. We also employ automated marketing tools that track user interactions, enabling us to personalize emails, educational materials, and other outreach efforts for each prospective customer. Real-time analytics further guide our strategy, providing insights into campaign performance and areas for improvement.  In addition to social media and targeted advertising, we emphasize thought leadership through online education. Our webinars, virtual training sessions, and blog content delve into emerging trends, best practices, and the latest technology breakthroughs, demonstrating our commitment to innovation and reliability. Through this integrated framework—combining social media outreach, metadata-driven advertising, and continuous data analysis—we ensure that Cooper Lighting Solutions effectively communicates the benefits of our offerings and remains responsive to the evolving needs of our audience.	*
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?	At Cooper Lighting Solutions, we acknowledge that Sourcewell fulfills a pivotal role in helping its wide network of members identify and procure high-quality, competitively priced lighting solutions. By consolidating purchasing power and streamlining procurement procedures, Sourcewell allows public agencies and other eligible entities to obtain cost-effective, trustworthy offerings without the complexities typically associated with large-scale projects.  If awarded a contract through this RFP, we will seamlessly incorporate Sourcewell into our existing sales process. First, our sales teams will emphasize the cooperative purchasing benefits early in discussions, helping customers understand the streamlined procurement path, faster project turnaround, and potential cost savings. We will then maintain open communication to ensure that buyers are fully aware of the favorable pricing, simplified documentation, and compliance support that Sourcewell offers.  Once a customer chooses to utilize Sourcewell, our internal teams will tailor quotes and proposal materials to reflect Sourcewell's terms and conditions, facilitating an efficient transition from initial consultation to final order. We also view our partnership with Sourcewell as a long-term commitment, so we will continue to provide technical advice, product updates, and additional guidance once a project is underway. By integrating Sourcewell's cooperative purchasing model into our sales framework, Cooper Lighting Solutions aims to deliver innovative lighting solutions through an efficient, transparent procurement experience that benefits both our customers and the communities they serve.	*
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.	Currently, not offering e-procurement as each customer's project is unique to their location.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At Cooper Lighting LLC, we include comprehensive training as part of every LED and controls project to help customers fully optimize their new systems. Depending on the project's scope and the customer's preferences, we offer remote or on-site instruction led by qualified team members. These tutorials guide end users through all facets of system operation, including controls configuration, software navigation, and recommended best practices for everyday maintenance.  Basic training is included in our project proposals at no additional cost. Our technical support team remains available to answer questions and provide guidance throughout the lifecycle of the system. We also furnish complete documentation that includes troubleshooting resources, performance tips, and ongoing best practices. By weaving training and support into our standard project process, Cooper Lighting LLC enables Sourcewell participants to quickly adapt to advanced LED solutions while achieving optimal performance and long-term savings.	*
42	Describe any technological advances that your proposed solution(s) offer.	At Cooper Lighting Solutions, we continually drive innovation across our product lines by integrating cutting-edge LED luminaires with advanced controls, sensors, and data analytics. Our connected lighting systems, for instance, go beyond simple on/off functionality to offer real-time monitoring, occupancy-based dimming, and energy usage tracking. Through our Trellix Infrastructure platform, we enable secure and scalable IoT connectivity that supports remote firmware updates and advanced diagnostics, reducing maintenance downtime and simplifying system management.	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	We currently do not use AI in our smart city solutions offering.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Please see page 34 and beyond for our sustainability statements: https://www.signify.com/static/2024/signify-annual-report-2024.pdf	*
45	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see page 34 and beyond for our sustainability statements: https://www.signify.com/static/2024/signify-annual-report-2024.pdf	*
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?	At Cooper Lighting LLC, we combine decades of lighting expertise with the global leadership of the world's largest lighting control supplier, allowing us to deliver a comprehensive solution that spans both fixtures and advanced controls. This unique alignment of resources and experience distinguishes us from other providers in the industry. By leveraging our extensive legacy in fixture design and manufacturing—alongside robust, globally supported control technologies—we offer Sourcewell participants a seamless, end-to-end lighting experience. Our solutions integrate energy-efficient LED luminaires and intuitive lighting controls for a wide variety of rural, suburban, urban, area & site, commercial, and roadway lighting applications ensuring customers benefit from a single, trusted partner for all their lighting needs.	*

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

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Our standard payment terms are NET30 from product shipment or service rendered date. Payment methods accepted are checks or ACH.	*
57		For members that are interested in financing Cooper Lighting will work with NCL Government Capital, through their applicable Sourcewell Contract. We also have an internal corporate department, Signify Capital, that we may offer if the members inquire.	*
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.	See uploaded document section for Cooper Lighting Standard Terms & Conditions, Customer Sign Off Form, Sample Invoice.	*
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?	We do not accept P-card procurement at this time.	*

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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.	In the upload section we will be providing a SKU price sheet, showing MSRP including a 5% discount to Sourcewell members for both US and Canada.	*
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.	Cooper Lighting extends a 5% discount off of MSRP to all Sourcewell Members.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Cooper Lighting does not have a standard volume discount, we evaluate each project and work with the customers to develop solutions adhering as best as possible to their budgets.	*
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.	"Sourced or open market" products or related services that aren't included on the pricing sheet uploaded in the document section will be entered at cost plus 20%.	*
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.	"Sourced or open market" products or related services that aren't included on the pricing sheet uploaded in the document section will be entered at cost plus 20%.	*
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.	Pricing submitted includes all products and offerings at this time. Any services not included in this submission—such as optional setup or integration of network lighting control systems—would be procured later through qualified partners, at cost plus a 20% fee. Since every project is unique, certain additional expenses may arise depending on the scope of work. Cooper Lighting consults with each customer to develop proposals tailored to their specific requirements, ensuring they receive a clear breakdown of any potential incremental costs associated with implementing new LED or network lighting control solutions. This collaborative approach allows us to keep customers well-informed throughout the process and avoid unexpected charges.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cooper Lighting has a \$5,000 minimum pre-paid freight allowance. Any special transportation requirements, (including, but not limited to-city delivery truck, union driver, lift gate) customer will incur additional charges. All orders less than \$5,000 will be charged \$100 per fixture freight.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard shipping is included to desired customer delivery location. Expedited shipping is available at an extra charge. We may also accommodate multiple delivery locations based on project requirements.	*
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.	If awarded a contract, Cooper Lighting LLC will work with Sourcewell staff when applicable to get purchasing compliance letters issued to customers during the quote to order stage. We will cross reference all issued pricing to make sure that Sourcewell Members receive their discounted rate. For every quote or order issued through the contract we will ensure that our contract number and the members id is listed for two-way compliance and documentation trail. We have implemented promo codes to track each order through our accounting system to keep a record of all member purchase orders and to ensure proper administrative fees are remitted to Sourcewell on a quarterly basis. Being a publicly held corporation audit documentation processes are already established within our organization. Every opportunity is assigned a project number and all applicable documents are saved and stored on a secure network drive for audit reference.	*

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.	If awarded a contract renewal, Cooper Lighting will continue to promote our status as a Sourcewell contract holder throughout the purchasing processes with members and eligible entities. We will utilize account-based marketing tied to the Source distributed heat maps and membership utilization files. Once we identify an opportunity, we track it through our CRM to ERP system, monitoring its status in each part of the project phase. We have established growth metrics for our internal and external sales channels to introduce our Sourcewell Contract status early on in the sales process. When the contract is utilized for purchases, are sales channel is rewarded for effectively promoting our contract.	*
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.	Upon awarded contract as an approved vendor, Cooper Lighting agrees to pay 1% of total purchase orders processed through Sourcewell on a per project basis.	*

## Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically available through existing cooperative contracts, state contracts, or agency agreements. You can trust that our cost structure is designed to provide exceptional value while ensuring complete transparency throughout the procurement process. By partnering with Cooper Lighting LLC, Sourcewell participants can confidently invest in LED and network lighting control systems that are both competitively priced and supported by comprehensive, project-specific guidance.

## 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.	At Cooper Lighting Solutions, we offer a comprehensive portfolio of advanced lighting solutions designed to meet every customer need. Our product range includes high-performance LED luminaires engineered by form and function for every application—from commercial and industrial to roadway and area lighting. These luminaires are paired with multiple options for control protocols and sensor integration, allowing customers to expand their system solutions and tailor them to their specific operational requirements.  We provide end-to-end services that encompass system design, integration, and implementation, ensuring that each solution is seamlessly deployed and optimized for performance. Our central management system user interface software is designed to be intuitive and customizable, enabling users to easily monitor and control their lighting environments in real time.  Furthermore, our commitment to excellence extends beyond the initial installation. We offer ongoing support throughout all phases of network lighting controls projects, including application engineering, project management, and technical support.  Leveraging our global innovation team and best-in-class supply chain, we integrate advanced cybersecurity measures and continuous technical updates to ensure our solutions remain secure and future-ready.  By combining state-of-the-art LED luminaires with advanced control systems, robust sensor technologies, and comprehensive support services, Cooper Lighting Solutions delivers a tailored, end-to-end lighting solution that meets the diverse needs of Sourcewell participating entities while ensuring exceptional performance and long-term operational efficiency.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	At this time, we do not offer distinct subcategories because our solutions are designed to be modular, flexible, and fully customizable. Instead of predefined subcategories, our comprehensive offering spans several key areas that work together to form an integrated solution. These areas include LED luminaires for a variety of applications, advanced network lighting controls, sensor integration, centralized management system software, and system design and integration services. This approach allows customers to tailor their system to meet specific use cases, ensuring that they can expand or adapt their solution as needed while benefiting from a seamless, end-to-end experience.
74	Describe how your solutions ensure data privacy, security, and compliance.	At Cooper Lighting Solutions, we take data privacy, security, and compliance very seriously by employing industry-leading measures throughout our cloud-based CMS platform. All data remains under the full ownership and control of the user, while our highly reliable server infrastructure, built on a multi-tenant architecture, performs automated regular backups to ensure data safety. Our SaaS solution undergoes periodic professional security audits by external experts to verify that our application platform and database are secure.  Our CMS employs modern two-factor authentication—supported through authenticator applications such as Google or Microsoft Authenticator, or via email—to prevent unauthorized access. Users are notified of unsuccessful login attempts, and accounts are temporarily blocked after multiple failed attempts, while inactive sessions automatically expire. Additionally, every user session is encrypted with HTTPS, using a minimum of 128-bit AES encryption between connected devices and our application, and 256-bit AES encryption for browser communications. Industry-standard encryption technology is also applied to secure communications between field devices and the CMS server, ensuring proper authentication and data integrity. Our hosted CMS is designed with robust safeguards against SQL injections and employs strict firewall rules that filter traffic based on port, protocol, source IP, and destination IP. Access is limited solely to authorized and registered devices, and data for individual user accounts and sites is kept strictly separated following the principle of least privilege.  Furthermore, all input data undergoes rigorous validation to prevent the entry of invalid formats, and all data is regularly backed up and encrypted. In the event of a total failure of the CMS infrastructure or an attack, light points continue to operate according to their programmed schedules, with operational data such as energy usage and faults recorded for several days. Our lighting management system is DEKRA cer

75	Describe how your solutions ensure	At Cooper Lighting Solutions, our systems are designed with interoperability and	
	interoperability with existing systems and	future upgrades in mind. We use modular architectures and standardized control	
	future upgrades.	protocols that allow our products to integrate seamlessly with a wide range of	
		existing systems. This ensures that customers can adopt our solutions without	
		needing to replace their current infrastructure.	
		Our central management system is built with open APIs and flexible interfaces,	
		making it straightforward to connect with third-party applications and devices. As a	
		result, our solutions can easily communicate with legacy equipment, enabling a	
		cohesive and unified control environment.	*
		Moreover, our design philosophy emphasizes scalability and adaptability. This means	
		that as new technologies emerge, our systems can be upgraded or expanded without	
		disrupting the existing setup. Our experienced integration teams work closely with	
		customers to assess compatibility, plan incremental upgrades, and ensure a smooth	
		transition whenever enhancements are required.	
		In summary, by leveraging open standards, modular design, and robust integration	
		support, Cooper Lighting Solutions delivers products that not only work well with	
		today's systems but also provide a clear pathway for future enhancements.	

## 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.	At Cooper Lighting Solutions, our advanced network lighting control system is designed to support a broad range of communication protocols, ensuring seamless interoperability with diverse systems. Our central management system is built on an open API framework that facilitates integration with third-party applications and building management systems. Additionally, our solutions are fully compliant with the industry-standard DALI protocol, enabling precise control and monitoring of individual luminaires. We also utilize standard networking protocols such as TCP/IP for reliable connectivity and secure data transfer, with HTTPS encryption safeguarding all communications. This multi-protocol approach ensures that our solutions can easily interface with both legacy systems and emerging technologies, providing our customers with a flexible, scalable, and future-proof lighting control environment.
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	At Cooper Lighting Solutions, our sensors and control nodes employ both wired and wireless transmission methods to ensure reliable communication with our central management system (CMS). For instance, our cellular nodes use the LTE CAT M1 network to connect directly to the CMS cloud via a plug-and-play architecture, eliminating the need for intermediate field gateways. Each cellular node is equipped with a built-in GPS, allowing it to accurately determine its position and automatically report its status within 24 hours of being powered on.  In addition, our sensors can operate on a low-power wireless network that utilizes the 902 MHz radio frequency band. In this configuration, each sensor—often referred to as a Telecell—communicates with a nearby base station using a star topology. The base station then relays data back to the CMS via cellular or ethernet backhaul, with the capacity to support up to 5,000 sensors per base station. This multi-modal approach ensures that our system maintains robust, secure, and real-time communication across all sensor nodes, even in challenging environments.
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.	At Cooper Lighting Solutions, our products are designed with modularity and interoperability in mind, ensuring full compliance with Zhaga standards for the integration of LED modules, sensors, and communication devices. We offer hardware options that include both Zhaga and NEMA standards, allowing our solutions to be easily upgraded and expanded over time without the need to replace existing components.  We are proud to be the first—and currently the only—lighting manufacturer to offer a full end-to-end D4i-certified system, which encompasses LED luminaires, controls, sensors, and software. D4i certification is recognized as the global standard for Smart City deployments, providing a robust framework that enables cities to seamlessly expand their street lighting programs while maintaining a consistent and reliable foundation.  By partnering with Cooper Lighting Solutions, Sourcewell members can leverage our comprehensive system to integrate new sensors and additional functionalities as their needs evolve, without the disruption of altering the foundational luminaire selection. Our dedicated Public Sector team, with its in-depth knowledge of local markets and ecosystems, works closely with customers to strategically tailor solutions that best meet the unique requirements of each area.  Furthermore, our expertise in managing and coordinating large-scale programmatic efforts —from turnkey bridge lighting deployments to multi-facility controls systems—ensures that our integrated solutions deliver maximum performance, reliability, and scalability. As a comprehensive lighting system provider, we bring together LED luminaires, drivers, nodes, software, and sensors into a cohesive, future-proof solution that fully supports easy upgrades and ongoing 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 *
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	At Cooper Lighting Solutions, our mounting structures are engineered to endure a wide range of environmental conditions while offering the flexibility needed for diverse applications. We utilize high-quality, corrosion-resistant materials and advanced engineering techniques to design mounts that maintain structural integrity under extreme weather conditions, such as high winds, heavy precipitation, and significant temperature fluctuations. Additionally, our mounting solutions are rigorously tested and certified to meet industry standards for durability, ensuring reliable performance even in harsh, corrosive environments. Their modular design and adjustable configurations enable quick, secure installation across both urban and rural settings, allowing for seamless adaptation to changing site requirements. Through ongoing innovation and real-world feedback, we continuously enhance our mounting structures to provide long-term support and peace of mind for every lighting project.

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

Using the comments text box, answer the questions below if your proposal is offering **Network Components**, **Gateways**, **Controllers**, **Communication Modules**, **or Specialized Platforms**.

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

	)	
Line Item	Category or Type	Comments *
	Describe what redundancy features are built into your network components to ensure continuous operation.	Cooper Lighting's network lighting controls are designed with advanced features to ensure continuous operation through redundancy, reliability, and fail-safe mechanisms that provide robust connectivity.  The system incorporates cellular-based components equipped with dual SIM capabilities within its Ultra Narrow Band (UNB) systems. This design allows automatic failover between cellular carriers, ensuring uninterrupted communication even in the event of network outages. Furthermore, the solution includes a Vodafone subscription that integrates with all major Internet Service Providers (ISPs) in North America. This integration enhances cellular coverage redundancy, providing a reliable and resilient network for lighting control operations.  In addition to these features, the system is equipped with a backup mode to address scenarios where the network lighting controllers lose connection to the network or Central Management System (CMS). In such cases, the controllers will automatically switch to a GPS-based photocell functionality. Using GPS data to calculate sunrise and sunset times for their geographic location, the lighting controllers will operate autonomously by turning on at night and off during the day. This ensures continued operation and functionality even without external communication.
	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	Cooper Lighting provides a comprehensive platform for monitoring, controlling, and managing smart infrastructure assets. It offers real-time diagnostics that enable accurate fault detection and operational data tracking, which help optimize performance and reduce downtime. The platform includes energy monitoring capabilities with revenue-grade metering for precise, real-time energy consumption tracking. Additionally, it provides performance analytics to track power usage, fixture health, and fault detection, enhancing operational efficiency.  The platform supports remote management, allowing users to control lighting scenes, schedules, and dimming levels through an intuitive dashboard. It enables dynamic lighting control with customizable dimming options to improve energy efficiency and user experience. Advanced sensors are integrated into the system for applications such as noise monitoring, motion detection, ambient temperature tracking, and more. Our systems feature Central Management Systems (CMS) that provide centralized control over all connected lighting assets through a user-friendly interface accessible across devices and browsers. It simplifies inventory management by streamlining asset tracking and maintenance workflows for better planning and resource allocation. The platform is designed to scale as customer needs evolve, supporting future expansions in sensing capabilities and smart city applications.  The platform integrates seamlessly with broader IoT infrastructures to address applications beyond illumination, such as traffic monitoring and environmental data collection. It leverages advanced communication technologies like Ultra Narrow Band (UNB) for low-latency, long-distance communication and Cellular LTE CAT M1 for secure, high-bandwidth connectivity. Enhanced security features include two-factor authentication and compliance with industry standards like TALQ V2 certification to ensure safe operations.  Overall, Cooper Lighting network lighting controls are a powerful solution for smart city
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	Cooper Lighting supports the integration of multiple data sources into a unified dashboard for real-time monitoring. The platform enables seamless data aggregation from various connected devices and systems, such as lighting assets, sensors, and third-party devices. This integration is achieved through advanced APIs and standardized protocols like TALQ, ensuring compatibility and ease of use.  The unified dashboard provides a centralized interface that allows users to monitor energy consumption, operational performance, and fault detection in real time. It also offers customizable views and role-based access to ensure that stakeholders can access relevant data efficiently. By consolidating information from multiple sources, the platform enhances decision-making, improves operational efficiency, and supports proactive management of smart infrastructure assets.

## **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.	At Cooper Lighting Solutions, we offer flexible service levels tailored to the unique needs of each project. Our proposals range from providing technology and infrastructure only-delivering our advanced LED luminaires, network lighting control systems, and centralized management systems-to comprehensive turnkey solutions. In a turnkey offering, we manage every aspect of the project, including system design, integration, remote commissioning support, training, and ongoing maintenance. This scalable approach ensures that whether customers require a technology-focused solution or a fully managed project experience, Cooper Lighting Solutions is well-equipped to deliver a reliable and high-performing lighting system that meets both current and future needs.
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.	At Cooper Lighting Solutions, our maintenance plan is built around proactive monitoring and scheduled upkeep to ensure that Sourcewell customer's lighting infrastructure consistently operates at peak performance. Our central management systems provide robust remote monitoring capabilities, allowing us to continuously assess the overall health of the system through real-time data analytics. This proactive approach enables us to schedule routine maintenance tasks effectively and address any issues before they escalate.  Software updates are delivered seamlessly via over-the-air upgrades, ensuring that Sourcewell Customer systems benefit from the latest features and security enhancements without any disruption to service. When our remote monitoring detects a fault or anomaly, the system automatically triggers alerts to customer's support team, ensuring that emergency repairs are executed promptly to minimize downtime.  Through this comprehensive maintenance program, Cooper Lighting Solutions guarantees a reliable, efficient, and long-lasting performance for Sourcewell customer's lighting infrastructure.
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	For example, we partnered with the City of Dalton to deploy a comprehensive solution that integrated advanced LED lighting with network controls. The deployment process was designed to be as simple and plug-and-play as possible. First, our team installed state-of-the-art LED luminaires alongside connector nodes, which were integrated into the luminaires using a NEMA twist-lock receptacle. Once these nodes were connected, each streetlight automatically linked to our central management system (CMS), enabling real-time monitoring and control of both the lighting and network systems. Following installation, we provided detailed end-user training on the operation of both the LED lighting hardware and the CMS dashboards, ensuring city staff could effectively manage and optimize the entire system. As a result, the City of Dalton has smoothly transitioned to a comprehensive, energy-efficient solution that offers robust performance and ease of integration.

## **Exceptions to Terms, Conditions, or Specifications Form**

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

#### **Documents**

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

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

- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Cooper Sourcewell Pricesheet Example.xlsx Monday April 14, 2025 21:02:02
  - Financial Strength and Stability signify-annual-report-2024.pdf Monday April 14, 2025 21:06:53
  - Marketing Plan/Samples trellix-infrastructure-brochure.pdf Monday April 14, 2025 21:07:20
  - WMBE/MBE/SBE or Related Certificates (optional)
  - <u>Standard Transaction Document Samples</u> RFQ Proposal- Trellix Infrastucture Cellular\_Template Example.pdf Friday April 04, 2025 14:34:00
  - Requested Exceptions REDLINES To RFP\_041525\_Smart\_Infrastructure\_Master\_Agreement\_04142025\_Cooper Lighting LLC.docx - Monday April 14, 2025 21:09:32
  - Upload Additional Document trellix-infrastructure-interact-cms-brochure.pdf Monday April 14, 2025 21:09:44

## **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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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. Ryan Demorest, Commercialization Manager, Cooper Lighting LLC

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

#### 

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	M	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	₩.	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	V	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	₩	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	W	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	V	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	V	1