

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: Pi Variables, Inc. dba Pi-Lit**

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 Pi Variables, Inc. dba Pi-Lit, 3002 Dow Avenue, Suite 138, Tustin, CA 92780 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

A fully executed Sourcwell 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 Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

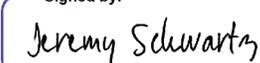
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

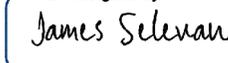
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Pi Variables, Inc. dba Pi-Lit

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/22/2025 | 2:04 PM CDT

DocuSigned by:

DE26CB0A1C9D403...
By: _____
James Selevan
Title: CEO
Date: 7/22/2025 | 11:34 AM PDT

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

Vendor Details

Company Name: Pi Variables, Inc.
Does your company conduct business under any other name? If yes, please state: pi-lit
Address: 3002 Dow Avenue
Suite 138
Tustin, CA 92780
Contact: Daniel Selevan
Email: daniel@pi-lit.com
Phone: 949-379-8739
HST#: 46-2490210

Submission Details

Created On: Monday March 24, 2025 11:13:33
Submitted On: Sunday April 13, 2025 19:53:35
Submitted By: Daniel Selevan
Email: daniel@pi-lit.com
Transaction #: 3679474b-8907-4a1c-bfdb-c5ccc1dece70
Submitter's IP Address: 147.243.131.115

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.	Pi Variables, Inc. doing business as Pi-Lit
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Pi Variables (DBA Pi-Lit) is the only entity that will manufacture and deliver the solution and execute the master agreement. Our preference is that all future communication between Sourcewell, this proposer and potential customers refer to this proposer as Pi-Lit.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7CRQ5
5	Provide your NAICS code applicable to Solutions proposed.	334290
6	Proposer Physical Address:	Pi Variables, Inc. 3002 Dow Avenue, Suite 138 Tustin, CA 92780 USA
7	Proposer website address (or addresses):	www.pi-lit.com
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):	James Selevan, CEO 3002 Dow Avenue, Suite 138 Tustin, CA 92780 Jim.Selevan@pi-lit.com (949)415-9411
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	James Selevan, CEO 3002 Dow Avenue, Suite 138 Tustin, CA 92780 Jim.Selevan@pi-lit.com (949)415-9411
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Selevan, VP 3002 Dow Avenue, Suite 138 Tustin, CA 92780 Daniel.Selevan@pi-lit.com (949)415-9411

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Pi-Lit (as DBA) was incorporated in 2013 as a for-profit C-Corporation by James Selevan, M.D., a practicing physician and electrical and computer engineer. Dr. Selevan came upon a confusing work zone while traveling at highway speeds, and while no incident occurred, he realized that the chaotic scene likely led to many of the injuries he took care of in his medical practice. "Chance favors a prepared mind" is a mantra that he lives by, and this approach to a confusing lane closure led to 60 patents and the development of novel radio mesh networks and traffic guidance systems. The company has grown to now employ 23 team members, manufactures and sells products worldwide, and has been awarded Federal and state approval for use on commercial vehicles, road infrastructure, law enforcement and fire vehicles, monitoring crash cushions, etc.</p> <p>The company's mission is to make safety simple and to get road workers, 1st responders, and drivers home every evening. The technology employed connects road warning devices with each other, with GPS satellites, and with cloud services such as Waze and Apple Maps.</p> <p>Most important, and part of the company's "DNA" is the philosophy "Ubiquity through Economy." The best technology and most effective safety devices will not find widespread adoption unless they are affordable. As a small company, Pi-Lit can pivot quickly to meet the needs of the customer (state DOTs, for example) to design and deliver products that are not burdened by the profit requirements of either publicly traded companies or those investor-held. Having a sensor or every mile of road in the short term is the metric that the company measures its success by.</p>
12	What are your company's expectations in the event of an award?	<p>Further validation of a) Pi-Lit's approach to enhancing safety, b) widespread adoption of its technology, and, of course c) an increase in sales. In the words of Machiavelli;</p> <p>"There is nothing more difficult to take in hand, more perilous to conduct, or more uncertain in its success than to take the lead in the introduction of a new order of things."</p> <p>Pi-Lit is the leader in Smart Work Zone technology</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>As a private enterprise, our preference is to present a letter from our CPA supporting viability. Uploading company financials into a public forum was presented to our Board and they chose this alternative. The letter has been uploaded.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>There are three companies (worldwide) that compete in the crash cushion monitoring space. This is a new technology with only recent adoption. Pi-Lit has won all the major RFPs to date. Texas (won), Florida (won), Tennessee (pending), California (pending), DFW airport (won) and others, are examples. Central Florida Expressway, DFW airport, TxDOT have deployed hundreds of the Pi-Lit Impact Detection System. While exact figures for the other suppliers are not available, we believe that approximately 70% of the devices deployed have been produced by Pi-Lit.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>While the numbers are smaller, the market share in Canada is similar to that described above.</p>
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.	<p>Since founding in 2013 there have been no financial failures or bankruptcy filings by Pi-Lit.</p>

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Pi-Lit is a technology and manufacturing company. The company sells direct, through distribution, and on-line. The vast majority of sales are accomplished through tradeshow exposure with follow-up by our in-house sales team. This team of 5 individuals are employees of the company. We do sell and enjoy relationships with distributors that are not associated with or formally related to Pi-Lit. Pi-Lit employees provide all end-user training, instruction, ongoing training and maintenance and warranty replacement of their products.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>It is not required, but the product (Impact Detection System IDS™) has voluntarily achieved an FCC radio license, IP68 ingress rating, manufactures with lead-free solder, uses fire resistant plastic, drop test rating, and battery U.N. certification. Pi-Lit is a company in "Good Standing" with the state of California and is a certified "Woman Owned Business."</p> <p>Texas DOT requires that Pi-Lit be Tx-RAMP certified. This is a Cloud Services Security certification that examines and certifies the company's internet and cloud server security systems and process and procedures. Texas requires this of any company that provides data to any Texas state agency. This certification qualifies Pi-Lit for data interchange with Fed-RAMP, an alternative used by many states that choose not to have their own certification infrastructure.</p>	*
19	<p>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.</p>	<p>There have been none.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>The Federal Motor Carrier Safety Administration (FMCSA), a division of the Federal Highway Administration that regulates all commercial vehicles (10,000 pounds and over) added Pi-Lit brand sequential road flares to Section 393.95(f), Warning Devices Required by Commercial Vehicles, This is the first time in over 100 years that a new device was added to this section of the Federal Register. This allows commercial vehicles (state, municipal, etc.) to carry and use the Pi-Lit Sequential Flare instead of a triangle or flame flare.</p> <p>American Traffic Safety Society of America ATSSA (Industry Trade Group) Innovation Award for the Impact Detection System.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>State and Local Governments - approximately 70%. This includes law enforcement, state police, fire departments, city and municipal maintenance vehicles and public works, Departments of Transportation, etc.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Approximately 2% to Universities.</p>	*
23	<p>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?</p>	<p>Department of Enterprise Services, Washington State Cooperative Purchasing Agreement 29023 - Illumination Traffic Signals, Intelligent Transportation Systems.</p> <p>This is a recently acquired Cooperative agreement beginning in March 2025. No sales to date.</p>	*
24	<p>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?</p>	<p>No GSA contracts or SOSA.</p>	*

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 *
California DOT Caltrans	Camille Abou-Fadel, PE Chief, Office of Maintenance Traffic Guidance and Safety HQ Division of Maintenance Field Technical Support California Department of Transportation Cell (916) 837-5635	Cell (916) 837-5635
Connecticut Department of Transportation	Eric Belanger Transportation Maintenance Manager Central Maintenance Planning State of Connecticut Department of Transportation 2800 Berlin Turnpike Newington RM 4109 860-594-2609 Eric.belanger@ct.gov	860-594-2609
Central Florida Expressway	Don Budnovich, P.E. Director of Maintenance Donald.Budnovich@cfxway.com	Office · 407-690-5334 Cell · 321-662-0750
DFW Airport	Thuy Cobb TCobb@dfwairport.com	Thuy Cobb CAPP Sr. Manager Parking Controls Transportation Business Unit Dallas Fort Worth International Airport P.O. Box 619428 DFW Airport, TX 75261-9428 Tcobb@dfwairport.com T (972) 973-4839 C (469) 774-1484 www.dfwairport.com
Tennessee DOT	Timothy Colvett - TnDOT	p. 615-253-2899 c. 615-982-0638

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.	In house sales - 5 full time employees. Senior management, including engineering personnel, participate with the sales team during presentations to answer questions and expand upon the technical capabilities and options provided with the system.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Pi-Lit contracts with over one hundred traffic control companies in North America. The company is represented by 5 independent manufacturer representatives that cover the U.S. and Canada.
28	Service force.	Three senior management personnel travel to in-service, train, install, and monitor the deployment. Note: There is no cost associated with this travel and training.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our preference is that Pi-Lit works closely with the order taker, whether direct to end user (state DOT for example), dealer, or distributor, or manufacturer's rep. The order is typically called in or through an email inquiry. For most orders we like to speak directly with the end user or the ordering entity to clearly understand the request, the particulars of the deployment, the type and numbers of sensors, etc. Quite frequently we can lower the cost by choosing the most efficient and appropriate sensor for the customer. The customer may not be aware of alternatives or modifications that we can provide at a lower cost. Sensors have a myriad of variables such as radio range, in-line versus around the corner deployment, etc.</p> <p>Once the appropriate sensor is identified and volume is established, then a detailed quote is sent to the customer or ordering entity to review. We provide lead times on the quote, along with shipping costs. We followed up with an email or telephone call several days later to establish that the quote was received and that it was understood by the entity submitting the request.</p> <p>The initial sales outreach and contact may be accomplished with related 3rd parties, such as the manufacturer's representative or distributor, however, as mentioned above, it is important that in-house Pi-Lit personnel interact with the end user / customer to understand the types of sensors required, the number based upon the assets being monitored, etc. Stated in the alternative, we provide pre-sales technical support for our distribution partners. Only after these technical details are evaluated will the quote be submitted to the customer.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We like to think of our company as a customer service team that happens to sell infrastructure sensors. Our phone is answered by a human 24x7. Our customer base is on the highway 24 hours a day with a heavy weighting during the night hours. We will not tolerate a phone call not answered when the caller is on a dangerous highway with 70 mph traffic passing by. A simple question or deployment issue must be dealt with right now, not tomorrow morning. Our company telephone is forwarded to a senior manager each evening and on weekends.</p> <p>All our products have our website and telephone number printed on the enclosure. When a customer calls a human answers. Our distributors and reps are instructed that they must inform the end customer, the entity that will deploy on the roadway, that Pi-Lit is the first line of service and they should call us, not the distributor, for deployment questions. Sales questions are always directed back to the distributor if the initial contact was made by an outside entity.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Ability: Absolute. Willingness: 100%. We sell worldwide, but are based in California. We are a U.S.A. manufacturer. Everything is made in the U.S.A. We are proud to serve the transportation industry in the U.S.A.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Pi-Lit has provided safety traffic guidance products to the Royal Canadian Mounted Police, as well as many municipalities in Canada. We are good neighbors and consider our neighbors to the north as professionals and friends. We frequently see our Canadian customers at major tradeshows in the U.S. and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We service all the U.S. and Canada. Every state vehicle in Alaska, including DOT, law enforcement, fire, 1st responders, etc., have Pi-Lit safety devices in their vehicle. We are ready to travel to Alaska at a moment's notice if necessary. Or to Puerto Rico or Hawaii.	*
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.	There are none.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are none.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The marketing strategy for promoting the Impact Detection System (IDS™) to the Sourcewell community is centered around highlighting both the obvious and hidden benefits of the technology. We use social media, content creation, and whitepapers. Our typical social media post will rely heavily on education; that is, to bring awareness of the problem to be solved (often not appreciated) and the technical details of how Pi-Lit solves it. We believe that, in general, most material used to bring awareness of a product is designed as advertising and general descriptions. As a technology manufacturer, we prefer to educate just slightly above the community's knowledge base. Reading "dumbed down" descriptions can be boring. Enlightening and raising the bar of the readers' understanding is more fun for us to draft and we believe more fun for the reader. And it is hoped that the lesson delivered will generate questions. We wish to highlight our continued cooperation and collaboration with state and local government agencies to maximize safety benefits of our impact detection system.</p> <p>Use cases are very instructional and we use them frequently. Each event that occurs on the roadway represents a teaching moment; how far did the vehicle travel post event; was the driver injured; was law enforcement notified, or not; did the DOT maintenance team learn of the event through a mechanism other than the impact sensor, or was the impact sensor the only alerting device? These are effective questions and answers that bring awareness to the dangers of not monitoring and to the low cost solution available.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We utilize technologies such as a B2B database and intelligence platform, social media, look-alike audience data, and a learning CRM platform to effectively target, reach and nurture potential customers, as well as ensure a smooth, easy purchasing process. All our tools are compliant with federal data privacy laws. We will utilize all these technology and data platforms to ensure compliance while maximizing reach to create a compelling case for smart infrastructure to members of Sourcewell.</p> <p>The Links below will illustrate marketing material, LinkedIn landing page, and a Product Page.</p> <p>Product page - https://pi-lit.com/product/impact-detection-system/</p> <p>Flyer - (Large file - artwork - takes time to load - patience please) https://safety.pi-lit.com/hubfs/Product%20Brochures/3M(TM)%20Impact%20Detection%20System%20Brochure.pdf</p> <p>Social Media Post Example (LinkedIn) - http://bit.ly/4hJmSyl</p> <p>Pi-Lit subscribes to ZoomInfo to mine data related to government agencies as well as the spectrum of customers and suppliers in the transportation space.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a pivotal role in promoting agreements arising from this RFP by acting as a trusted facilitator for cooperative purchasing. The buying group, through its extensive application process and review, lends credibility to those suppliers that are chosen. Their extensive network of members ensures widespread awareness of the agreements. Sourcewell also has marketing support, outreach initiatives, and tools to help awarded suppliers connect with potential customers. Their reputation for fostering streamlined procurement processes adds credibility to the agreements, encouraging efficiency and trust among participants.</p> <p>We will integrate a Sourcewell-awarded agreement by offering pre-negotiated pricing and terms directly through the cooperative arrangement. As part of the process we will assign dedicated sales managers to guide Sourcewell members through the purchasing process. Lastly, we will leverage Sourcewell's promotional channels and resources to highlight the agreement to our target audience.</p>

40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes. Our system is designed to streamline purchasing and integrate seamlessly with existing workflows. We have taken many government organizations through the process as we work with many state and local municipalities. While this specific product cannot be ordered on-line owing to the different types of deployment, we have many other capabilities for the ordering process.</p> <p>E-Procurement System Capabilities include:</p> <p>Purchase Order Integration: We facilitate the generation and submission of electronic purchase orders (POs) directly to our system. This ensures accuracy in order details and speeds up the ordering process.</p> <p>Supplier Confirmation & Order Status Updates: Orders placed through e-procurement systems are instantly acknowledged, and updates on order status (e.g., processing, shipping) are provided in real-time for transparency.</p> <p>Delivery Management: Upon delivery, our system ensures that receipts are properly logged and aligned with the purchase order for seamless tracking. Every product has a number associated with it and tracked as part of the order.</p> <p>Invoice Matching & Payment: Electronic invoicing is supported, and we utilize a robust three-way matching system (PO, receipt, and invoice) to verify transactions. Payments are processed electronically for efficiency.</p> <p>Warranty Database: Warranty tracking is performed by us. We maintain a record of each product's purchase date and facilitate replacement for any product failure or other issues covered under our warranty in a quick efficient manner.</p>
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is standard, required, and without cost. We encourage video training programs with the customer and, specifically, those that will be deploying on the roadway. Training is given by senior management and engineering. The product is very simple to deploy and requires, literally, 2 minutes to install on the safety device to be monitored (e.g., crash cushion, guardrail, etc.). However, we do not want personnel on the roadway who have no idea how to install the IDS. So, we insist with the customer that any personnel to be deploying must connect with us, even if for a brief training session. The product has a QR Code on the label. When scanned, the user is directed to a 2 minute training video. This does not replace the video sessions that we provide to the customer, nor the visit that our engineers or senior management make to customers when deemed by both parties to be helpful.</p> <p>Regarding the Dashboard operations, setup, and rollout, our senior engineers work with senior management of the customer company to tailor the look and registration of user.</p> <p>All these services are without cost to the customer.</p>

42	Describe any technological advances that your proposed solution(s) offer.	<p>The Impact Detection System (IDS) from Pi-Lit has been issued U.S. and international patents and has won Innovation Awards by the (U.S.) nations largest trade organization. The concept is quite simple: Nowhere on the planet is there a formal reporting mechanism that alerts appropriate maintenance personnel that a critical road safety asset has been hit and is damaged. Specifically, crash cushions, cable barriers, guardrails, end terminals, etc., are specified by the state highway engineer to be placed at specific points to protect the public from dangerous things. If they are struck they are compromised. They must be inspected and, if necessary, repaired. Several tragic fatalities that occurred in the recent past brought to Pi-Lit's attention that "nuisance" impacts, that is, strikes that were otherwise unreported, are common and dangerous. The state-of-the-art on Earth is that the agency responsible relies upon incidental reporting: litter pick up crews, passing law enforcement call the damage in, or the driving public. Damaged safety assets may go weeks before they are noted and reported. In the meantime, a second impact may be, and is frequently, fatal.</p> <p>The IDS™ by Pi-Lit monitors 24 hours a day 365 days a year for 4 to 5 years. The device incorporates an accelerometer, GPS location module, cellular modem, temperature and humidity sensor, and long-life batteries to report instantly when an asset is struck. The cloud-based, back-end server, sends notification to appropriate personnel, logs the time stamp and location, and can notify Traffic Management Centers, and Waze and Apple maps if requested.</p> <p>Pi-Lit's system is unique amongst the two other systems available in that it can be mounted directly to a cable barrier and sense impacts up to 2500 feet away. The company has developed a cable mounting bracket that requires 30 seconds to install and allows extremely low-cost monitoring of cable barriers. In addition, Pi-Lit is the only company to report severity of impact. The actual impact acceleration curves are forwarded to the customer in the text message, along with a Machine Learning interpretation of the severity of the impact.</p> <p>In addition, the end user is able to remotely adjust the sensitivity of the sensor to tune out false positives/negatives. Battery and health status are reported daily and should a device fail to "call home", an alert is sent to appropriate personnel to make them aware of a potential damaging impact or theft of the device. With theft, Pi-Lit and the end user can identify the location of the device and send appropriate law enforcement to retrieve the sensor, if the customer so chooses.</p> <p>Finally, Pi-Lit has been issued patents on its novel radio mesh network that allows multiple sensors to connect to the cloud using a single cellular modem. This lowers both the cost of hardware and the data connection fees, thereby making the system morer affordable for the customer.</p>
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	<p>The Pi-Lit IDS™ measures, collects, and stores the impact X-, Y-, and Z-axis acceleration curves sampled at 10 millisecond intervals. The back plane server then creates a summation vector that represents the direction and magnitude of the event. As part of the reporting and dashboard system, maintenance personnel take a photograph of the damaged safety device which is automatically forwarded to our engineering team. The engineers then visually "grade" the severity as minor, moderate, or severe. These grades are correlated with acceleration curves, and through machine learning and thousands of impacts, and importantly, the make and model of the crash cushion or guardrail or cable barrier, the system generates a severity grade that is sent with the alert to the maintenance personnel. They know before leaving their maintenance yard what type of crash cushion has been struck and how severe the impact was!</p> <p>Addressing the Machine Learning aspect of the IDS server, acceleration curves coorelated with visual (photograph) inspection of the severity of damage leads to a grading (minor, moderate, severe). This correlation is crash cushion or other safety device specific. The acceleration curves resulting from impact of the same vehicle at the same speed will differ by model and manufacturer of the crash cushion of guardrail. With growing numbers and experience, the system has become more accurate and can now provide impact severity with a high degree of confidence. This system, grading of the impact in real time, provides the road personnel assurance that when they load up their vehicle with spare parts to inspect the safety device that a) an impact has occurred (not a false positive) and b) an a priori sense of what the repair will require.</p>
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Pi-Lit partnered with 3M Corporation to supply the impact sensor to 3M's customers. 3M required that this product fall within their "Green" initiative, which included that all electronic components and circuit boards be not only lead free, but also "Green" that excluded toxic chemicals. In addition, the plastic enclosure, batteries and assembly had to conform to this initiative. Pi-Lit manufactures all its devices using lead free solder. While we are considered "Green" by 3M, we do not have other agency's certification.</p>
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Pi-Lit has obtained numerous certifications for electronic operating characteristics, including FCC certification, radio emissions, IP68, drop testing, lithium battery U.N. certification, and crush testing. However, the company has not received any eco-certifications.</p>

<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>First, Pi-Lit is an on-shore manufacturer AND a customer service company. We are small, fast-moving, and have built our business on customer service. We understand that we will make mistakes. Our quality program minimizes these, but they will happen. Our customers keep returning because we own our issues, replace the product, support the customer, encourage and take phone calls and really enjoy hearing from those using our products. We learn more from speaking with the boots on the ground than we do in engineering product meetings. The more feedback we receive, good or bad, the better our products become, the more they evolve, the more perfect our approach.</p> <p>Second, we solve a problem. A big problem. A fatal problem. Maintenance personnel love the fact that they can a) minimize worry over the likelihood that there is a non-functional critical safety device on the highway, and b) the IDS™ sends them all the data that they need, not too much, and not too little. They are alerted in 15 to 30 seconds to what has happened, where it happened, when it happened, how severe the event was, and who the manufacturer of the asset is. And they have the time of impact and the date and time of human inspection, and when the asset is repaired. This helps in mitigating liability, and facilitating revenue recovery. This latter feature, revenue recovery, is an important component and subsequent opportunity provided to the road operator.</p> <p>Quite often a vehicle strikes a crash cushion, rolls or drives a mile or so down the road before they must stop owing to radiator damage, for example, or a flat tire. The tow-truck is called. Maybe law enforcement passes by. But by the time that highway maintenance learns of the event (days later) there is no documentation of the driver or their insurance. With the IDS™, maintenance is often at the scene long before the tow truck or law enforcement. The DOT now can retrieve all the necessary information to bill the driver's insurance carrier for the \$20,000 damage assessment.</p> <p>Finally, the cost is low. Significantly below the two other technologies available. At less than \$0.90 cents per day the IDS™ can a) monitor critical safety devices, b) save on personnel driving in a vehicle up and down the roadway inspecting crash cushions, c) save on fuel and vehicle wear and tear, and d) help a father of 2 young children get home safely tonight (March 2018 San Francisco) all for less than 25% the cost of a daily cup of coffee. Do the math...what price safety...what's the real return on investment!</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Woman Owned Business (California) Certificate uploaded.
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
49		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The active President, Kathleen Selevan, owns 55% of the company.
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Pi-Lit employees 22 people and has revenue of \$6.5 million 2024. While this qualifies as a small business, we do not have a certificate.
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Pi-Lit employees 22 people and has revenue of \$6.5 million 2024. While this qualifies as a small business, we do not have a certificate.

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.	Net 30 days from when the product is shipped. Direct bank transfers (ACH or Wire) or Check. Credit Cards are accepted with a 3% processing fee. We give Net30 terms to all state and federal municipalities upon order(s) received. Invoices are emailed at the time we ship the order, we can send it early upon request (usually requested at government year-end, June, for example).
57	Describe any leasing or financing options available for use by educational or governmental entities.	None available.
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.	Uploaded is a Master Service Agreement that is used as a template to be customized for each customer. For example, terms might vary as might the state laws that apply. In addition, uploaded is a formal "Proposal" that will be edited to include the customers company name (not Sourcwell) and other proposal specific items.

59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-Card Procurements with a 3% processing fee.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The customer chooses a 1-year or 3-year monitoring plan. As these devices have 4+ years of battery life, the majority of our customers select the 3-year monitoring plan as it requires a single installation and is offered at a lower cost. Included in the pricing is access to the live and real-time dashboard with unlimited number of users. The Master Agreement Pricing (with discount included) is listed below and can be found in Uploaded file Pricing Proposal:</p> <p>The pricing listed below represents the price to the Sourcwell contracting agency which is 10% below retail.</p> <p>US Dollars 1-Year IDS (IDS-GW-1) = \$594 3-Year IDS (IDS-GW-3) = \$1242 (\$414/year) Additional year: (IDS-GW-SV1) = \$360/year</p> <p>Canadian Dollars: (April 9 2025) 1-Year IDS (IDS-GW-1) = \$855 3-Year IDS (IDS-GW-3) = \$1755 (\$585/year) Additional year: (IDS-GW-SV1) = \$515/year</p> <p>Sourcwell will earn 3% of the Master Agreement Pricing (retail minus -10%). Sourcwell commission at 3% follows: (in U.S. Dollars)</p> <p>1-Year IDS Monitoring (IDS-GW-1) = \$17.82 3-Year IDS Monitoring (IDS-GW-3) = \$37.26</p> <p>If a state or municipality requests integration of the alerts into a central traffic management system or 511 system, etc., a one time development fee of \$2000 (\$2860 Canadian) is required. This fee is for customizing an API interface for the customer. This fee may be waived based upon volume, duration of the contract, and is to be negotiated accordingly. Sourcwell will earn 3% of the invoice for additional services.</p>	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Pricing listed in the response represents a 10% discount off retail pricing. Retail pricing is listed below along with discounted pricing (in both U.S. and Canadian dollars).</p> <p>U.S. Dollar (Retail followed by discounted pricing) 1-Year IDS (IDS-GW-1) = \$660 (-10%=\$594) 3-Year IDS (IDS-GW-3) = \$1380=\$460/year (-10%=\$1,242=\$414/year) IDS Yearly Renewal (IDS-GW-SV1) = \$360/year</p> <p>Canadian Dollar (April 9 2025 - Retail followed by discounted pricing) 1-Year IDS (IDS-GW-1) = \$950 (-10%= \$855) 3-Year IDS (IDS-GW-3)=\$1950=\$650/year (-10%=\$1755=\$585/year) IDS Yearly Renewal (IDS-GW-SV1) = \$515/year</p>	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Based upon experience, the typical quantity purchased by the end user is accounted for in the 10% discount.	*
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.	The Pi-Lit sensor and service is "stand alone." No additional materials are required.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs. The end user is responsible for installation and the cost of installation will vary depending upon the type and location of the asset to be monitored.	*

65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small quantities are boxed. Larger quantities are shipped on a pallet. Pi-Lit uses our primary carrier FedEx for both domestic and overseas shipments. For larger shipments (pallet) we ship via Air Freight with FedEx and ground transport domestically by freight companies. We may also ship by ocean cargo if product is not needed urgently. In all cases Pi-lit contacts several sources for price comparison and, all else being equal, chooses the low-cost option. Pi-Lit carries shipping insurance. Shipping and handling are included in the total shipping cost which also includes the cost of the packaging material (boxes and pallets) and labor to package. Shipping is FOB Destination.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Alaska, Canada, and Hawaii generally ship by FedEx 2-day Air. Larger orders that require a pallet will usually ship by ocean cargo. Larger orders that require a pallet will ship by freight truck (we select the best priced carrier). For overseas or offshore shipments, we utilize FedEx International for both loose boxes (small orders) and larger orders (pallets) which ship by FedEx Freight. Pi-Lit's shipping insurance will cover shipments until they reach the customer's destination. Shipping is FOB Destination.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Pi-Lit is willing and able to deliver to multiple maintenance facilities at the customer's request. For example, if a state DOT orders 500 sensors and wants them delivered to 12 different maintenance facilities, this can be arranged. We will provide the customer with the difference in cost between shipping a single pallet versus multiple boxes and follow the customer's request.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	All customers that are passed to us via Sourcwell will be entered into our management system with an identifier. This flag will automatically provide the appropriate pricing in the quote and invoice. Each month a system report will be generated for Sourcwell-flagged customers for visual inspection and confirmation.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sales and revenue reports are generated on a monthly basis. Senior management (executive committee) will evaluate and discuss the monthly sales volume and the trajectory of growth associated with the Sourcwell account (as we do with all customers). Specific metrics will include: a) Number of inbound new leads associated with Sourcwell b) Required length of time to bring an inquiry to sale c) Dollar volume of Sourcwell clients (per quarter) d) Why a particular inquiry did not result in sale (cost, applicability, lost to competitor, etc.)	*
70	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell 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.	We propose a 3% administrative fee. This fee will be based upon collected receipts and on the line item. Hence, Sourcwell will receive a percentage of the 1- or 3-year revenue up front. Pi-Lit cannot consider this revenue as earnings as it must be accrued on a monthly basis. This does not affect the payment to Sourcwell.	*

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.	A 10% discount to the customer is not typical of Pi-Lit's pricing model for standard volumes. Discounts to government agencies are usually retail or 2-5% discount.

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

Line Item	Question	Response *
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72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>The Pi-Lit IDS™ is a small, battery powered device that is fastened to a critical safety asset, that is, a device on the highway that protects drivers from serious injury if the vehicle they are riding in strikes a stationary, non-moveable object. There are frequent “nuisance” impacts to crash cushions and guardrails that result in damage and often go unreported. The IDS™ by Pi-Lit reports in real time when a vehicle strikes a monitored device. The sensors delivered to the customer are new. Pi-Lit does not refurbish or send previously deployed devices. This primarily relates to the fact that the devices are sealed and will be damaged when the batteries are replaced. Furthermore, the circuit board must be retested and re-programmed. Finally the GPS must be recalibrated and the cellular modem is tagged to the circuit board. Hence, while we do rarely receive used units back from the field, these are typically refurbished and used for testing and marketing purposes.</p> <p>The solution provided to the customer includes:</p> <ul style="list-style-type: none"> a) Sensor, b) Cloud connectivity, c) Dashboard, and integration to the customer’s management system if requested, d) Training, e) Setup (performed by Pi-Lit) f) Warranty <p>Once deployed, the system does not require maintenance. It operates 24x365 and represents a sentinel watching over infrastructure. DOT or municipality personnel need not interact with the system at all. While the dashboard and cloud servers provide the interested parties (management) extensive data reporting, inventory management, remote control of the sensor’s characteristics, personnel on the ground need not be bothered with this aspect of the system. Their requirement is simply a mobile phone. Upon impact, an alert is sent to their mobile device. The alert includes the GPS location plotted on Google Maps, a severity report, a photograph of the asset at the time of installation, and the time of impact. Just the basics. Nothing more that might confuse them. And no technology interaction is required for personnel exposed to high speed traffic.</p> <p>Uploaded as "Additional Documents" is a description and specification document used by several state DOTs when approving the Pi-Lit IDS (Impact Detection System).</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services is the best description of the technology. There are no subcategories that describe the Pi-Lit technology.
74	Describe how your solutions ensure data privacy, security, and compliance.	<p>Our cloud platform is hosted on Google Cloud Platform (GCP), which provides a secure and scalable infrastructure with built-in security features, including data encryption at rest and in transit, identity and access management (IAM), and continuous monitoring for threats.</p> <p>To further ensure data privacy, security, and compliance, we have obtained Level 1 TX-RAMP certification, demonstrating our adherence to stringent security controls required for handling sensitive government data. This certification validates our implementation of industry best practices in access control, data protection, and risk management.</p> <p>Key security measures include:</p> <p>Encryption & Data Protection: All data is encrypted both in transit and at rest using industry-standard encryption protocols.</p> <p>Access Control & Authentication: We enforce strict role-based access control (RBAC) and multi-factor authentication (MFA) to limit access to sensitive data.</p> <p>Continuous Monitoring & Threat Detection: We leverage GCP’s security analytics and monitoring tools to detect and respond to threats in real time.</p> <p>Compliance & Regulatory Standards: Beyond TX-RAMP, we align with other industry standards such as NIST and SOC 2 to ensure our platform meets rigorous security and privacy requirements.</p> <p>Secure Development & Patch Management: We follow secure coding practices and regularly update our systems to address vulnerabilities.</p> <p>By combining GCP’s enterprise-grade security with our TX-RAMP-certified compliance framework, we provide a robust and secure solution that meets the highest standards for data privacy, security, and regulatory compliance.</p>
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	The Pi-Lit technology allows for remote firmware upgrades, much like a mobile phone. All firmware is developed with retrocompatibility in mind.

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.	Our sensors use an MQTT communication protocol to publish data to the Cloud Message Broker. The data is presented to the application via a REST API in JSON format. All of the data is translated into JSON format.
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	The sensors use a wireless communication protocol on the LTE CAT-M1 AT&T Network.
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.	Each device has the ability to receive Software Updates Over the air in the event that a custom firmware, firmware improvement, or firmware maintenance is required.

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.	

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

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

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

Line Item	Category or Type	Comments *
80	Describe what redundancy features are built into your network components to ensure continuous operation.	The device operates on a LTE Cat M1 network. The device also has a dedicated hardware watchdog chip that ensures functionality of the modem. If the modem fails to operate, the hardware watchdog resets the modem and forces a connection. The server also maintains a software watchdog and will send alerts out to the administrators of the account if a device fails to report during its scheduled 24 hour period.
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	The software platform allows users to view the location, status, signal strength, and battery health of every device in their account. The software allows the user to remotely adjust the sensitivity of the device as well. When an Impact is detected from the device, the impact notification is sent via SMS and Email. The software platform presents the impact information to the user in an intuitive interface. The user can enter inspection details of the asset as well. The user has the ability to run reports and export into .CSV formats.
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	Other user input such as damage inspection reports that are entered into the dashboard, the Pi-Lit system does not receive data from outside sources. However, the system does allow for API integration into government central traffic management systems, 511 systems, camera locating systems, etc. The Pi-Lit API has been called to push sensor impact data to municipal monitoring systems.

Table 7E: Integration with Turnkey Services

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

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

Line Item	Category or Type	Comments *
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	<p>Pi-lit provides technology and monitoring services to the customer. From the customer's perspective, other than installation, the IDS(tm) is a turnkey system. However, input from the customer is required during setup. For example, "who should be notified when an alert is generated?" There may be 5 maintenance personnel whose mobile number must be entered into the alerting system. Pi-Lit performs the initial setup and trains the management team, but future staff changes and their mobile numbers can be entered by the customer.</p> <p>In addition, the customer is responsible for deploying the sensors on the roadway. Depending upon the location of the crash cushion, for example, a lane closure may be required. Alternatively, law enforcement may perform a short 1 minute rolling closure to allow for safe deployment of a sensor.</p>
84	<p>Describe your proposed maintenance plans and schedules.</p> <p>Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.</p> <p>Include pricing for such maintenance in your proposal.</p>	<p>The sensor and cloud services do not require user maintenance. The Pi-Lit engineering team is constantly monitoring and upgrading the system, but this is transparent to the customer. New, enhanced firmware can be pushed to the sensor and installed without customer action.</p> <p>The sensors "call home" once a day to report battery status, temperature (24-hour history), operating status, etc. If there are any anomalies or if the battery is below a user-defined threshold, an alert is generated. This activity is behind the scenes and automatic. No user input is required.</p> <p>Each maintenance facility (yard) is supplied with warranty replacement devices to be kept locally on the shelf. Should a device be damaged or battery fail, for example, the local maintenance team can simply take one off the shelf and install on the asset being monitored. While we prefer to retrieve the old unit for examination, this is not imperative.</p>
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	<p>California DOT (Caltrans):</p> <ol style="list-style-type: none"> 1) Identify "frequent flyers", that is, urban safety devices that are frequently hit and damaged. Maintenance crews know where these are. These crash cushions or guardrails are typically the first locations to be monitored. 2) Schedule with either law enforcement (off-duty) or highway maintenance crews to arrange lane closure or rolling break. Anticipate approximately 20 installations in the morning and similar number in the afternoon. Each install requires approximately 2 minutes. 3) The installer uses a damp cloth to clean the surface to be used, and if cold, the area is warmed with a butane hand torch for a few seconds until it is warm. The adhesive tape liner is removed and the device is pressed onto the surface. 4) With each install, the device is activated with a button press. A red light on the device flashes for less than a minute and then turns green. A Pi-Lit engineer on the phone acknowledges and confirms cellular and GPS connection and device health. This occurs in real time. 5) Move to the next asset to be monitored.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by 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](#) - IDS Proposal-Sample MSA Table 6A 58 .zip - Wednesday April 09, 2025 15:51:45
 - [Financial Strength and Stability](#) - Sourcewell Financial Viability.zip - Tuesday April 08, 2025 17:33:59
 - [Marketing Plan/Samples](#) - IDS Brochure Table 4 37.pdf - Wednesday March 26, 2025 18:02:02
 - [WMBE/MBE/SBE or Related Certificates](#) - Woman Business Enterprise Certificate.pdf - Wednesday March 26, 2025 17:20:30
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - IDS Pi-Lit Typical Events & Specifications.zip - Wednesday April 09, 2025 15:14:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

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