



Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Cooper Lighting, LLC**, 125 East Jefferson Street, Syracuse, NY 13202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional, successive one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. As provided and subject to the terms under Sections C through H below and the terms and conditions of Supplier's Standard Product Warranty, Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects as provided below. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. WHAT THE WARRANTY COVERS: Supplier warrants to the end user of the original installation location that new Vendor fixtures purchased from Vendor, or an authorized distributor ("Products" or "Equipment") shall, for a period of ten (10) years from the date of original shipment (the "Warranty Period"), be free from defects in material and workmanship of the Vendor fixtures. During the Warranty Period, Vendor's sole obligation, and Sourcewell's or Participant Entity's sole remedy, shall be, at Vendor's sole discretion, to repair, replace, or provide a refund for Products found to be defective as defined herein. Vendor shall not be responsible for any other costs, including for the costs of: labor relating to de-installation of any defective Product or re-installation of any replacement Product; the shipment of defective or replacement Product; or post-installation testing of any Product for purposes of this Warranty. Vendor shall not be bound by any terms, conditions, or representations, which are not stated herein including, but not limited to, any statements made by distributors or re-sellers.

D. WHAT VOIDS OR IS NOT COVERED UNDER THE WARRANTY: This Warranty is void, and Vendor shall have no liability hereunder, with respect to a Product if Sourcewell or Member or any person other than an employee, independent contractor, or subcontractor of Vendor: (a) install(s) or use a Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating

conditions; (b) without the prior written consent of Vendor, modify, tamper, or disassemble a Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or (c) use unauthorized components, parts, accessories, or other materials to repair a Product. This Warranty does not cover: (A) cosmetic defects; (B) damage, defects, or failure caused by i. acts of God; ii. accident, misuse, misapplication, abuse, negligence, or modification of any part of the Product; iii. improper storage, installation, repair, operation, inspection, or maintenance; iv. the use of unauthorized components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Vendor; v. wrong or inadequate electrical current or connection; or vi. transit. (C) Other equipment or products manufactured by someone other than Vendor. (D) Labor or contractor costs associated with removing or replacing Vendor Products.

- E. **WARRANTY ACTIVATION/SERVICE CLAIMS:** Sourcewell or Member must make a valid Warranty claim to Vendor in order to receive coverage under the Warranty. Warranty claims can be serviced by contacting Vendor's customer service and sales center: Phone: (315) 579-2873; Email: ephesuswarranty@eaton.com. If Sourcewell or Member is unsure whether a situation exists that is covered by the Warranty, then Sourcewell or Member may contact Vendor's customer service and sales center at the phone number or email address listed for assistance.
- F. **REPLACEMENT OF OR REPAIR OF PRODUCT:** Vendor, in its discretion, may use comparable product of equal or greater value to replace a Product that meets the conditions of this Warranty. Furthermore, in performing repairs to a Product that meets the conditions of this Warranty, Vendor reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts. Repaired or replaced Products are warranted for the remainder of the original Warranty Period. Vendor reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure.
- G. Supplier warrants that any Services provided will be performed in a professional and workmanlike manner in accordance with the degree of skill and care required by prevailing industry practices and warrants such Services shall remain free from defects in workmanship for a period of one hundred eighty (180) days following the date of substantial completion of the installation (the "Service Warranty"). Supplier agrees to promptly correct, repair, and remedy, at its sole cost, expense and convenience, any qualifying defect arising from a breach of such Service Warranty, provided such defect is identified prior to the expiration of the Service Warranty period. The foregoing shall be Participating Member's exclusive remedy, and sole liability, with respect to any breach of the Service Warranty.
- H. **LIMITATION OF WARRANTY:** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OR OTHERWISE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE VENDOR'S SOLE LIABILITY AND SOURCEWELL'S AND PARTICIPATING ENTITY'S EXCLUSIVE REMEDY FOR FAILURE OF VENDOR TO

MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

I. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the Equipment or Product is damaged at the time of delivery, Supplier must permit the Equipment and Products to be serviced through a warranty claim at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier repeatedly delivers defective Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **PAYMENT TERMS.** All payments are due net thirty (30) days in full, from date of invoice, except where a longer term is required by law.

D. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Notwithstanding anything to the contrary set forth herein, Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires

service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities or Supplier may terminate an order, in whole or in part, immediately upon notice in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Vendor agrees to indemnify, defend and hold harmless Sourcewell and its Participating Entities, including its agents and employees from all third-party claims or causes of action against Sourcewell, its agents, or employees, including reasonable attorney's fees, asserted against Sourcewell and directly and proximately caused by the negligent acts or omissions or misconduct of Vendor, its agents or its employees or its obligations hereunder. In no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Contract however it arises, whether in contract, tort, strict product liability or otherwise.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. 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.
 - b. 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 licensing party's written directives regarding the use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract 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.
5. *Except as expressly set forth immediately above, no other rights with respect to either party's intellectual property (including any respecting trademarks) is granted or implied.*

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released

without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other events or conditions that are beyond that party's reasonable control, including without limitation, acts of any government and freight embargoes. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. A material breach of any term or condition of this Contract (other than in connection with a Force Majeure event).

The party claiming default must provide written notice of the default, with at least 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided herein or at law (subject to any exclusivity of remedy provisions), or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide

certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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. Notwithstanding anything the contrary set forth herein, Supplier will be required to maintain any coverages and policies (subject to the terms and conditions herein) for the benefit of a Participating Entity only until final completion of the work under a given purchase order has been completed by Supplier.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain or cause its subcontractor(s) to maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the performance of the work that the Supplier performs for Participating Entities under a specific contract or purchase order.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in

writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent Supplier accepts a purchase order from a Participating Member that expressly notes that the procurement must comply with the Buy American Act of 1933, 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.

K. 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 Contract 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.

L. **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.

M. **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.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. **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 Contract or any purchase by a Participating Entity.

P. **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.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. **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.

S. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR**

EQUIPMENT. To the extent applicable to Products subject to an accepted purchased order under this Agreement, Supplier certifies that during the term of this Contract the Products it supplies will comply with applicable requirements of 2 C.F.R. § 200.216.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Cooper Lighting, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/14/2023 | 9:39 AM CDT
Date: _____

DocuSigned by:
Ben Brinkert
By: F0A75A3740C34D1...
Benjamin Brinkert
Title: Legal Counsel
8/15/2023 | 7:28 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
8/15/2023 | 8:21 AM CDT
Date: _____

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Cooper Lighting, LLC
Does your company conduct business under any other name? If yes, please state: Cooper Lighting, LLC
Address: 1121 HIGHWAY 74 SOUTH
PEACHTREE CITY, GA 30269
Contact: Gabriel Hough
Email: gabe.hough@cooperlighting.com
Phone: 315-727-4340
HST#: 04-3391805

Submission Details

Created On: Friday February 24, 2023 12:55:31
Submitted On: Friday April 07, 2023 10:52:06
Submitted By: Gabriel Hough
Email: gabe.hough@cooperlighting.com
Transaction #: f2b5d983-b50e-421e-ba9b-bb4b13f36f17
Submitter's IP Address: 165.225.216.188

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cooper Lighting, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cooper Lighting, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cooper Lighting Solutions, Ephesus Sports Lighting, Cooper Lighting, Signify
4	Provide your CAGE code or Unique Entity Identifier (SAM):	COOPER LIGHTING 31735251 (CAGE/SAM expired back in 2020)
5	Proposer Physical Address:	125 East Jefferson St. Syracuse, NY 13202
6	Proposer website address (or addresses):	www.cooperlighting.com https://www.cooperlighting.com/global/brands/ephesus https://www.ephesuslighting.com
7	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 and, in the event of award, will be expected to execute the resulting contract):	Gabe Hough Director Of Customer Experience- Ephesus 125 E. Jefferson St. Syracuse, NY 13202 gabe.hough@cooperlighting.com 315-238-8831 (Office) 315-727-4340 (Cell)
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gabe Hough 125 E. Jefferson St. Syracuse, NY 13202 gabe.hough@cooperlighting.com 315-238-8831 (Office) 315-727-4340 (Cell)
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Quijano Director of Business Development 125 East Jefferson St Syracuse, NY 13202 Michael.Quijano@Cooperlighting.com 315-579-2897 Bryan Thomas Strategic Sales Manager 125 E Jefferson St. Syracuse, NY 13202 Bryan.Thomas@cooperlighting.com 315-247-1222

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>At the heart of our success is our commitment to our core values: delivering the highest quality products and services, being dedicated to customer service and safety, promoting sustainability, and innovation. We are continuously striving to create better more efficient solutions that help our customers light their spaces better, while increasing their sustainability and reducing their environmental impact.</p> <p>Established in 2011, Ephesus Sports Lighting offers a wide array of lighting solutions, from full-scale stadium and arena lighting to smaller ball fields and indoor gymnasium lighting. Our products are designed to provide the highest quality illumination with the least amount of energy, allowing customers to save energy and reduce their carbon footprint. We also offer lighting control solutions, allowing customers to customize their lighting for the perfect environment.</p> <p>Acquired in 2020 by Signify, the world leader in lighting, our team of dedicated professionals have developed strong partnerships with our customers, helping us to understand their needs and develop the best solutions for them. With more than 10 years of specific industry experience, we are proud to be one of the leading suppliers of LED sports lighting solutions.</p> <p>Our unwavering commitment to innovation and customer satisfaction has allowed us to remain a trusted partner for many of our customers. At Ephesus Sports Lighting, we believe that our products, combined with our commitment to customer service, are what sets us apart from other lighting providers. We strive to be a trusted partner who can provide our customers with the best solutions for their needs. We continue to innovate and create better solutions and are excited to see what the future holds for us.</p>	*
11	What are your company's expectations in the event of an award?	<p>Being one of the incumbent contract holders for LED Sports Lighting to the Sourcewell Membership we know the enormous potential that our products and related services have to offer. Over the past three years we have gained traction within our sales approach when speaking with prospective customers that are either current members or have the eligibility to become members, educating them on the streamlined procurement that Sourcewell contracts offer.</p> <p>If awarded the contract renewal, we'll continue to prioritize offering Sourcewell as a procurement vehicle to eligible entities as early as possible in the sales process. We'll also continue to educate our sales channels on this tremendous opportunity they have that will impact the communities in which they live and serve.</p> <p>If awarded Cooper Lighting LLC will work with all Sourcewell Members that are looking to upgrade to LED Sports Lighting and make sure that each project is ran in a cost-effective manner and is efficiently implemented.</p>	*
12	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.	<p>Cooper Lighting, LLC is a subsidiary of Signify N.V. Corporation, which is publicly traded and reported sales of \$2.1 Billion in 2022, with strong market share growth and EBITA margins.</p> <p>Financial Information can be found here: https://www.signify.com/global/our-company/investors/financial-reports/annual-report</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Cooper Lighting LLC has been selling lighting products and solutions for over 100 years in the US market. Cooper Lighting LLC and Ephesus paved the way for the LED Sports Lighting Industry, leading the technological revolution for early adopters. We are the leaders when it comes to LED Sports Lighting. We share 25% of the overall market for Sports Lighting, and 50% of all LED Sports Lighting applications. We are constantly re-imagining the possibilities and will continue to set the trend with our dedication to R&D and NPI for the industry. Our products are focused at making them available to the core markets that Sourcewell members operate in.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>We have dedicated resources in sales and operations to service the Canadian Market. Cooper Lighting LLC has a long standing history within the market and the Ephesus brand own 25% of the Sports Lighting Market and 50% of the LED Sports Lighting Market in Canada. We continue to work with our existing sales agencies and integrator partners to promote LED Sports Lighting. We will look to leverage the Canoe sales channel through Sourcewell to further drive LED sports lighting adoption.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Cooper Lighting, LLC has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>Cooper Lighting LLC is a manufacturer with dedicated sales and operational employees that work directly for the Ephesus brand. We also have third-party sales agents and integrator that have exclusivity contracts as part of our network. Below is our regional breakdown for servicing customers.</p> <p>The United States regions have been broken into West, Mountain West, Gulf Central, Central Great Lakes, South and Northeast. Each of these regions has a support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR) and territory sales Agents that develop and implement successful projects. The RSMs and Agents oversee creating end user relationships within the region with support from the Lighting Designer, Project Manager and Inside Sales Representative creating the designs, quotes, and construction plans to ensure smooth project implementation whether a site is new construction or retrofitting existing structures.</p> <p>Cooper Lighting has strategic partnerships through contracted 3rd party agents and integrators that extend our customer service outreach. Through our agent and integrator network we work with end users and specifiers to drive project development to stimulate the market. Our network also provides the local on demand resources needed to successfully implement projects. Our integrator relationships have resulted in highly trained and qualified electrical contractors available throughout the country to help successfully deploy turnkey solutions.</p>	*
17	<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>Cooper Lighting LLC works with our contracted agency and integrator network throughout the project life cycle to ensure that all parties are properly certified and licensed to perform the expected work.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Cooper Lighting's Ephesus Sports Lighting brand has been recognized for its innovation and leadership in the lighting industry since its inception. In 2012, Ephesus was the first to light a professional venue with LED technology and continued to be the leader in LED lighting with firsts in NCAA basketball and hockey arenas in 2013, first NFL stadium with LED technology and individual light control in 2014, introduction of color temperature tuning and wireless control technology in 2015 and beam tuning technology in 2017. In 2018, Ephesus was the first to deploy integrated RGB in every fixture, launch an instant upgrade capability, and outdoor stadium light with RGBA LED technology. In 2020, Ephesus introduced the first redundant power in LED sports lighting and, in 2022, the first instant photometric design web application Light ARchitect that provides instant sports lighting designs for football fields, soccer fields, baseball diamonds, softball diamonds, and tennis courts. In recognition of these unique and innovative products, the Illumination Engineering Society has awarded Ephesus Sports Lighting Progress Report awards for advancements in lighting technology and design of its LED products.</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Ephesus Sports Lighting sales to the government sector in the past three years account for 35% of revenue.</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Ephesus Sports Lighting sales to the education sector in the past three years account for 45% of revenue.</p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Sourcwell (Awarded Contract in 2019) - \$10.5M in Sales to Date TIPS USA (Awarded Contract in 2019) - \$1.5M in Sales to Date Buy Boards (Awarded Contract 2019)- \$400K in Sales to Date</p>	*
23	<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>We do not currently hold any GSA or SOSA contracts.</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of South Carolina	Jeff Davis - Associate AD Facilities and Operations jeffd@mailbox.sc.edu	803-413-1434	*
City of Newport Public Services Department	Scott D Wheeler - Superintendent of Parks, Grounds & Forestry swheeler@cityofnewport.com	401-845-5802	*
Glenville State College	Thomr R Ratliff Thomas.Ratliff@glenville.edu	304-462-6241	*
Reavis High School	Michael Hock - Athletic Director Mhock@d220.org	708-935-1741	
Bangor Public Schools	Lynn Johnson - Superintendent Ljohnson@bangorvikings.org	269-427-6805	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Chicago Park & Rec	Government	Illinois - IL	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$50K-\$200K average	\$2.5M	*
City of Philadelphia	Government	Pennsylvania - PA	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$25-\$100K average	\$1.2M	*
New York City	Government	New York - NY	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$25-\$100K average	\$1.8M	*
Border Patrol	Government	Texas - TX	Provide design & materials to light the border between US/MX	\$200-\$500K average	\$2.5M	*
Department of Defense-AirForce	Government	District of Columbia - DC	Provided designs, material and project management to upgrade bases with LED site lighting.	\$100-\$250K average	\$8.5	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	The United States regions have been broken into West, Mountain West, Gulf Central, Central Great Lakes, South and Northeast. Each of these regions has a dedicate Cooper Lighting employed support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR). Within each state and territory we have 3rd party sales agencies that are under contract exclusively offering Ephesus and Cooper Lighting products. The RSMs and agencies are responsible for prospecting and developing sports lighting projects, this is a combined 75+ dedicated sales resources for LED sports lighting projects.
27	Dealer network or other distribution methods.	Cooper Lighting LLC uses contracted 3rd party agents and integrators throughout the US and Canadian markets. Each agent has sole rights to selling the Ephesus Sports Lighting products within their territory and is supported by Cooper Lighting LLC sales and operational employees throughout the project process. We have some strategic Regional and National reseller arrangements that allow us to scale our sports lighting offering to the Sourcewell Membership.
28	Service force.	Each of our regions have dedicated resources to support the project lifecycle. For sports lighting project everything starts with the photometric design. We have a Lighting Designer (LD) assigned to create this for each project. Once a design is completed our Inside Sales Representative (ISR) works with the sales reps and customer to create the quotation and manages the customer order. Once an project as actively installing we have a Project Manager (PM) assigned to ensure that there is smooth implementation. After a project is installed and we enter the warranty period, we have a Service Department (SD) that oversees the project and customer relationship for the life of the system.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In most cases Cooper Lighting will contract directly with the Sourcewell Member. The exception of this will be if one of our authorized dealers/resellers acts on our behalf to contract with the member direct. We have contractual agreements with each reseller to ensure compliance within the Sourcewell parameters.
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.	Our service departments are dedicated to resolving customer concerns, both pre and post sales, throughout the membership relationship. Our commitment to our customers is to deliver and install within the agreed upon timeframe; and that any warranty claims are processed within 2-5 business days for resolution.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cooper Lighting LLC will service all Sourcewell Members within the United States following the parameters of the awarded contract.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cooper Lighting LLC will service all Sourcewell/Canoe Members within Canada following the parameters of the awarded contract.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada under the proposed contract.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cooper Lighting LLC will service all Sourcewell Members within Hawaii, Alaska and in US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>For the previous and upcoming Sourcewell contract opportunity, we plan to develop targeted digital marketing campaigns by market segment. These campaigns will include targeted display and video ads and email campaigns for potential customers. We will also utilize our existing network of sales agents to promote the contract opportunity through email, phone, and in-person conversations.</p> <p>Additionally, we will be leveraging our existing relationships with potential customers to promote the Sourcewell contract opportunity. We will also be utilizing our trade show and convention presence to promote the contract with pre-show email campaigns and targeted literature at our booth.</p> <p>Cooper Lighting and Ephesus Sports Lighting are committed to providing the highest quality products and services to our customers, and we are confident that our marketing strategies will help to promote the Sourcewell contract opportunity. Our goal is to provide customers with the information they need to make an informed decision about their lighting needs. We believe that our marketing strategies will help to increase awareness of the Sourcewell contract opportunity and provide potential customers with all the information they need to make an informed decision.</p> <p>Successful Project Case Study promoted by Ephesus and Sourcewell Marketing: https://www.cooperlighting.com/global/resources/case-studies/reavis-high-school-hanke-stadium</p> <p>Additional documents uploaded: Ephesus_Sourcewell Marketing.pdf</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Ephesus Sports Lighting, we strongly believe in the importance of Sourcewell contracts in promoting our products and services. Sourcewell contracts are a great way to ensure that we are able to provide our customers with the best possible solutions to their LED sports lighting needs. We understand that Sourcewell members are looking for competitively priced, quality solutions and that is exactly what our products and services provide.</p> <p>Our integrated sales process includes actively promoting our customers to have projects processed through Sourcewell if awarded a contract. We are committed to offering our customers a seamless and efficient experience, and Sourcewell contracts make that possible. We strive to be the go-to provider for LED sports lighting and will continue to engage with Sourcewell members to ensure that our products and services are always top-of-mind when considering a project. We will work to ensure that our customers are aware of the advantages of Sourcewell contracts and the potential for cost savings and other benefits to be gained from using them.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>At Ephesus Sports Lighting, we strongly believe in the importance of Sourcewell contracts in promoting our products and services. Sourcewell contracts are a great way to ensure that we are able to provide our customers with the best possible solutions to their LED sports lighting needs. We understand that Sourcewell members are looking for competitively priced, quality solutions and that is exactly what our products and services provide.</p> <p>Our integrated sales process includes actively promoting our customers to have projects processed through Sourcewell if awarded a contract. We are committed to offering our customers a seamless and efficient experience, and Sourcewell contracts make that possible. We strive to be the go-to provider for LED sports lighting and will continue to engage with Sourcewell members to ensure that our products and services are top considerations for projects. We will work to ensure that our customers are aware of the advantages of Sourcewell contracts and the potential for cost savings and other benefits to be gained from using them.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently not offering e-procurement as each customers sports lighting project is unique to their location.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	As part of every LED Sports lighting project we offer training on how to use the new system. The technology and controls are advanced, but with an on-site/remote tutorial by one of our qualified project managers, end users can quickly adapt to using their new system. We also offer service contracts for an additional annual fee. These costs are included in our project quotations.
41	Describe any technological advances that your proposed products or services offer.	Cooper Lighting and Ephesus utilize best practices for all new product introduction, our product offerings reflect pioneer advancements in the LED sports lighting industry. We hold exclusive patents to the technological advantages we provide to our customers. Part of those processes is designing and delivering high end lighting systems, but at an affordable price point. Some product differentiators we offer are: integral or remote power, thermal isolation plates, COB technology, true RGB LEDs.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is part of the DNA of Cooper Lighting, an entity of Signify. It's our purpose to unlock the extraordinary potential of light for brighter lives and a better world. By changing the way we create and use light, we can improve lives and have a positive impact on the planet. Over the past 125 years, Cooper Lighting and Signify have pioneered many key breakthroughs in sustainable lighting and was a driving force behind several leading technological innovations, including LED. Learn more about our corporate sustainability initiatives by visiting: https://www.signify.com/global/sustainability
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We design and test our products to be certified to the maximum LED Sports Lighting Standards including UL Safety, FCC, IP66, DLC (DesignLight Consortium) and TAA compliance.
44	Describe 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 of certification (as applicable) in the document upload section of your response.	Cooper Lighting and Signify do not hold any WMBE or SBE certifications. However, we do prioritize diversity, equity and inclusion throughout all aspect of our corporate charter. In 2022 we published a DEI report that can be found here: https://www.assets.signify.com/is/content/Signify/Assets/signify/global/20220725-signify-diversity-equity-and-inclusion-annual-report.pdf As part of each project, we will work with the members to identify potential WMBE or SBE partners when applicable (contractor or distributors).
45	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?	Cooper Lighting LLC is the technology leader in solid state LED Sports Lighting and offers unique product features that aren't offered by our competitors. We are the only company that offers an all in one product to the end user that has RGB, Beam Tuning and Color Tuning as options. We build our fixtures to not only apply to white light sports lighting applications but to bring fan entertainment to the masses. We also offer web based health monitoring on a system level that allows facility/site operators to have the Intel and insight into their system at a push of button. As part of Signify, Cooper Lighting and Ephesus are able to tap into all LED advancements and apply them specifically to LED sports lighting.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Depending on the application we offer either a 5- or 10-year standard material warranty. We also have options for customers to purchase up a labor warranty direct through Cooper Lighting. All of our warranties are available online at www.cooperlighting.com/legal .
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, provided the customer follows proper usage, care and maintenance adhering to their warranty coverage.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our standard warranty is for materials only and these costs would not be included. If a labor warranty is purchased, these costs are covered.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Service and repair is not part of our standard warranty. It is offered as an additional option, if purchased by the member we have technicians capable of performing repairs in all regions of United States & Canada,
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party materials that are part of our proposal are passed on to the original equipment manufacturer; however, Cooper Lighting will administer the communications and transactions through the 3rd party manufacturer.
51	What are your proposed exchange and return programs and policies?	Our products are made to order, we do not accept returns without a Return Material Authorization (RMA). In the event that there is an authorized return that is not a valid claim applicable to our standard terms of warranty, we reserve the right to apply a restocking fee up to 50% of the purchased goods price. Cooper Lighting has sole discretion of authorization a return and reserves the right to inspect returned good for quality before issuing a credit to the customer.
52	Describe any service contract options for the items included in your proposal.	We offer post installation project management service contracts that cover light level verification and system wellness checks. Service agreements are only valid during the original term of the warranty.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are NET30 from product shipment or service rendered date. Payment methods accepted are checks or ACH.
54	Describe any leasing or financing options available for use by educational or governmental entities.	For members that are interested in financing Cooper Lighting will work with NCL Government Capital, through their applicable Sourcewell Contract. We also have an internal corporate department, Signify Capital, that we may offer if the members inquire.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See uploaded document section for Cooper Lighting Standard Terms & Conditions, Customer Sign Off Form, Sample Invoice.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card procurement at this time.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In the upload section we will be providing a SKU price sheet, showing MSRP including a 5% discount to Sourcewell members for both US and Canada.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cooper Lighting extends a 5% discount off of MSRP to all Sourcewell Members.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Cooper Lighting does not have a standard volume discount, we evaluate each project and work with the customers to develop solutions adhering as best as possible to their budgets.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced or open market" products or related services that aren't included on the pricing sheet uploaded in the document section will be entered at cost plus 15%.
61	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.	Pricing submitted includes all products and offerings at this time. Services not part of this submission and sourced at a later date by qualified parties, will result in the at cost plus 15% fee. Each project is unique and carries its own potential added total costs of acquisition depending on the scope of work. Cooper Lighting consults with the customer on a project-by-project basis to develop proposals that align with how each customer desires to purchase and implement a new LEDS sports lighting system. Throughout this process we advise along the way any potential incremental costs associated.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cooper Lighting has a \$5,000 minimum pre-paid freight allowance. Any special transportation requirements, (including, but not limited to - city delivery truck, union driver, lift gate) customer will incur additional charges. All orders less than \$5,000 will be charged \$100 per fixture freight.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cooper Lighting has a \$5,000 minimum pre-paid freight allowance. Any special transportation requirements, (including, but not limited to - city delivery truck, union driver, lift gate) customer will incur additional charges. All orders less than \$5,000 will be charged \$100 per fixture freight.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard shipping is included to desired customer delivery location. Expedited shipping is available at an extra charge. We may also accommodate multiple delivery locations based on project requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded a contract, Cooper Lighting LLC will work with Sourcewell staff when applicable to get purchasing compliance letters issued to customers during the quote to order stage. We will cross reference all issued pricing to make sure that Sourcewell Members receive their discounted rate. For every quote or order issued through the contract we will ensure that our contract number and the members id is listed for two-way compliance and documentation trail. We have implemented promo codes to track each order through our accounting system to keep a record of all member purchase orders and to ensure proper administrative fees are remitted to Sourcewell on a quarterly basis. Being a publicly held corporation audit documentation processes are already established within our organization. Every opportunity is assigned a project number and all applicable documents are saved and stored on a secure network drive for audit reference.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract renewal, Cooper Lighting will continue to promote our status as a Sourcewell contract holder throughout the purchasing processes with members and eligible entities. We will utilize account-based marketing tied to the Source distributed heat maps and membership utilization files. Once we identify an opportunity, we track it through our CRM to ERP system, monitoring its status in each part of the project phase. We have established growth metrics for our internal and external sales channels to introduce our Sourcewell Contract status early on in the sales process. When the contract is utilized for purchases, are sales channel is rewarded for effectively promoting our contract.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Upon awarded contract as an approved vendor, Cooper Lighting agrees to pay 1% of total purchase orders processed through Sourcewell on a per project basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	From design to installation and through gameday, Ephesus innovation enables venues of all sizes to create a sports lighting experience that exceeds the expectations of players, fans and communities for years to come. Every project is unique and requires its own attention to detail. We start every project at the design phase, understanding the customer's lighting needs for their specific application. From there we look at either their existing structures or look to provide new structures to complete the project. We scope out the bill of materials needed to execute the project and pull through services, such as installation labor, controls, commissioning and project management services to make the customer's LED sports lighting needs and wants a reality.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Cooper Lighting LLC has a full product and service portfolio to cover almost any lighting or controls application. We will look to offer these subcategories upon request from members in compliance within our contract parameters. See our website for full offering: www.cooperlighting.com

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cooper Lighting and Ephesus offers products and service for each category.
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cooper Lighting and Ephesus offer all of the services mentioned.

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	We design our sports lighting systems to be compliant to IES lighting photometric standards, dependent of the field or application. As part of our design process, we model out each unique customer's field adhering to the strict on-field as well as off-site lighting requirements. Through our patented optical systems, our luminaires are able to achieve lighting level requirements for both on and off field needs. As part of our post-installation process, we field measure the results for compliance to the agreed upon design with the end user.
74	Describe the average life span of your sports lighting system.	Our products are rigorously tested throughout our new product implementation process and have an L70 rating of 100,000 hours or more. Depending upon fixtures selection our L90 ratings ranges from 55,000 to 90,000 hours. We back our products with an industry leading 10-year warranty.
75	Discuss your proposed product line in terms of sustainability and recycling.	Cooper Lighting, Signify and Ephesus are committed to a sustainable and circular economy. We are driving development of products that can be refurbished, reused or recycled. We have removed all plastics from our packaging as of 2021 and are continuing to reduce landfill waste. We publish an annual sustainability report that documents these industry leading milestones that can be found here: https://www.signify.com/global/sustainability

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Priceshet 03.20.23.xlsx - Friday March 24, 2023 11:02:44
 - [Financial Strength and Stability](#) - signify-annual-report-2022 (1).zip - Friday March 24, 2023 11:04:24
 - [Marketing Plan/Samples](#) - Ephesus_Sourcewell Marketing.pdf - Friday March 24, 2023 12:15:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Ephesus Warranty Offerings.pdf - Friday March 24, 2023 11:27:11
 - [Standard Transaction Document Samples](#) - Document Examples_Project.pdf - Friday March 24, 2023 12:26:55
 - [Upload Additional Document](#) - RFP_041123_Sports_Lighting_Contract_Cooper Lighting LLC_Redlines.docx - Friday April 07, 2023 10:45:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Gabriel Hough, Director of Customer Experience, Cooper Lighting, LLC

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

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_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1 TO CONTRACT # 041123-CPL

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Cooper Lighting, LLC** (Supplier).

Sourcewell awarded a contract (041123-CPL) to Supplier to provide Sports Lighting Solutions with Related Technology, Equipment, and Services (Contract).

Supplier requests to update the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 11. Indemnity and Hold Harmless, is deleted in its entirety and replaced with:

Vendor agrees to indemnify, defend and hold harmless Sourcewell and its Participating Entities, including its agents and employees from all third-party claims or causes of action against Sourcewell, its agents, or employees, including reasonable attorney's fees, asserted against Sourcewell and directly and proximately caused by the negligent acts or omissions or misconduct of Vendor, its agents or its employees or its obligations hereunder; provided, however, that this indemnification obligation shall only be with respect to third party claims of damages or losses related to: i) injury, damage or death to person(s) or property caused by some defect in design, condition, or performance of any products or services supplied by Vendor under this Contract; or ii) infringement of any third party intellectual property rights by any of the products or services supplied by Vendor under this Contract. In no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Contract however it arises, whether in contract, tort, strict product liability or otherwise. **NOTWITHSTANDING ANYTHING IN THE CONTRARY HERETO, THE AGGREGATE LIABILITY OF VENDOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT, INCLUDING ANY INDEMNITIES, WILL IN NO CASE EXCEED THE APPLICABLE 'GENERAL AGGREGATE' LIABILITY LIMIT OF VENDOR'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY AS REQUIRED IN SECTION 18(A)(2) OF THIS CONTRACT.**

Except as amended, the Contract remains in full force and effect.

Sou Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Coc DocuSigned by:
[Signature]
B393F94AF778473...
By: _____
Kraig Kasler
Pres DocuSigned by:
Alfonso Roldan Kerguelen
CC3201686D86491...
By: _____
Alfonso Roldan Kerguelen
CFO, Cooper Lighting Solutions

Date: 12/24/2025 | 8:43 AM CST

Date: 12/24/2025 | 5:53 AM PST