



**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and



hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



Exceptions:

See attached exceptions

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## **Deviations to Terms, Conditions and/or Specifications of Vendor Contract**

TIPS

Multiple Field Lighting Project

January 2016

### **DEVIATIONS TO TERMS, CONDITIONS AND/OR SPECIFICATIONS OF VENDOR CONTRACT**

Vendor, Musco Sports Lighting, LLC, requires the following exceptions to and deviations from the terms, conditions and specifications of the Vendor Contract:

1. Shipments Section, page 3: Substitute the following language “within five (5) working days after the receipt of the order” with “within four (4) to six (6) weeks from receipt of a purchase order and approved submittals.”
2. Indemnity Section, page 4:
  - a. Indemnity for Personality Contracts Section: Remove the words “in whole or”.
  - b. Indemnity for Performance Contracts Section: Remove the words “in whole or”

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	7022516	Department		Floor/Room
Title	Sports Facility Lighting	Building		Telephone
Bid Type	RFP			Fax
Issue Date	12/02/2015	Floor/Room		Email
Close Date	1/15/2016 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Musco Sports Lighting  
 Address 100 1st Ave West  
 OSKALOOSA, IA 52577

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (563) 2644088  
 Fax 1  
 Email  
 Submitted 1/15/2016 2:26:46 PM CT  
 Total \$0.00

Signature Amber Schulte

Email amber.schulte@musco.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>For nearly 40 years, Musco Lighting has specialized in the design and manufacture of sports and large area lighting solutions around the world. Musco has pioneered systems using metal halide and LED technologies that have made dramatic improvements in energy efficiency and provided affordable ways to control spill light and glare. Permanent and temporary lighting solutions range from neighborhood Little League® fields to Olympic Games. Musco has a global team of experts that partner with customers to plan, complete, and maintain a cost-effective, trouble-free lighting solution for their facility.</p> <p>For more information on Musco's innovative lighting solutions, visit: <a href="http://www.musco.com">www.musco.com</a>.</p>
6	Primary Contact Name	Primary Contact Name	Amber Schulte
7	Primary Contact Title	Primary Contact Title	Operational Sales Administrative Supervisor
8	Primary Contact Email	Primary Contact Email	musco.contracts@musco.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5632644088
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8003746402
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Tod Spears
13	Secondary Contact Title	Secondary Contact Title	Regional Sales Manager
14	Secondary Contact Email	Secondary Contact Email	tod.spears@musco.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5124978982
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Amber Schulte
19	Admin Fee Contact Email	Admin Fee Contact Email	amber.schulte@musco.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5632644088
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Amber Schulte
22	Purchase Order Contact Email	Purchase Order Contact Email	amber.schulte@musco.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5632644088
24	Company Website	Company Website (Format - www.company.com)	www.musco.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	42-1511754
26	Primary Address	Primary Address	100 1st Ave West
27	Primary Address City	Primary Address City	Oskaloosa
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	IA
29	Primary Address Zip	Primary Address Zip	52577
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, floodlights, LED lighting, fixtures, light fixtures, flood lights, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Oskaloosa
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Iowa
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	20
44	Years Experience	Company years experience in this category?	40
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract



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Line Items

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Response Total: \$0.00

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## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Musco Sports Lighting, LCC

Mailing Address: 100 1st Avenue West, PO Box 808

City: Oskaloosa

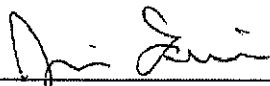
State: Iowa

Zip: 52577

Telephone Number: 800-754-6025

Fax Number: 800-374-6402


Email Address: musco.contracts@musco.com

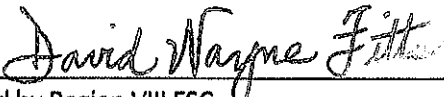
Authorized Signature: 

Printed Name: Jim Freie

Position: Regional Sales Manager

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 2/25/16  
TIPS Authorized Signature Date

 2/25/16  
Approved by Region VIII ESC Date

**References**

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Deland	Deland	FL	Rick Hall	386-740-5730
University of TX Austin	Austin	TX	Ed Goble	512-471-6848
Corpus Christi ISD	Corpus Christi	TX	Brett Bostian	361-886-9269
City of Houston Park and Rec	Houston	TX	Joe Turner	832-395-7050
Henry County Park and Rec	McDonough	GA	Tim Coley	770-288-7300
City of Atlanta Park and Rec	Atlanta	GA	Karyl Clayton or Doug Voss	404-546-6809
Roanoke County	Salem	VA	Mark Courtright	540-387-6078

# SUPPLEMENTARY CATALOGS AND INFORMATION

## **Musco Sports Lighting, LLC**

2107 Stewart Road  
PO Box 260  
Muscatine, Iowa 52761  
Phone: 800-756-1205  
Fax: 800-374-6402



**We Make It Happen®**

**A. LIGHT STRUCTURE GREEN™ BROCHURE**

**B. CONTROL – LINK BROCHURE**

**C. WORLD CLASS LEADERS BROCHURE**

**D. WE MAKE IT HAPPEN BROCHURE**



# Tab A

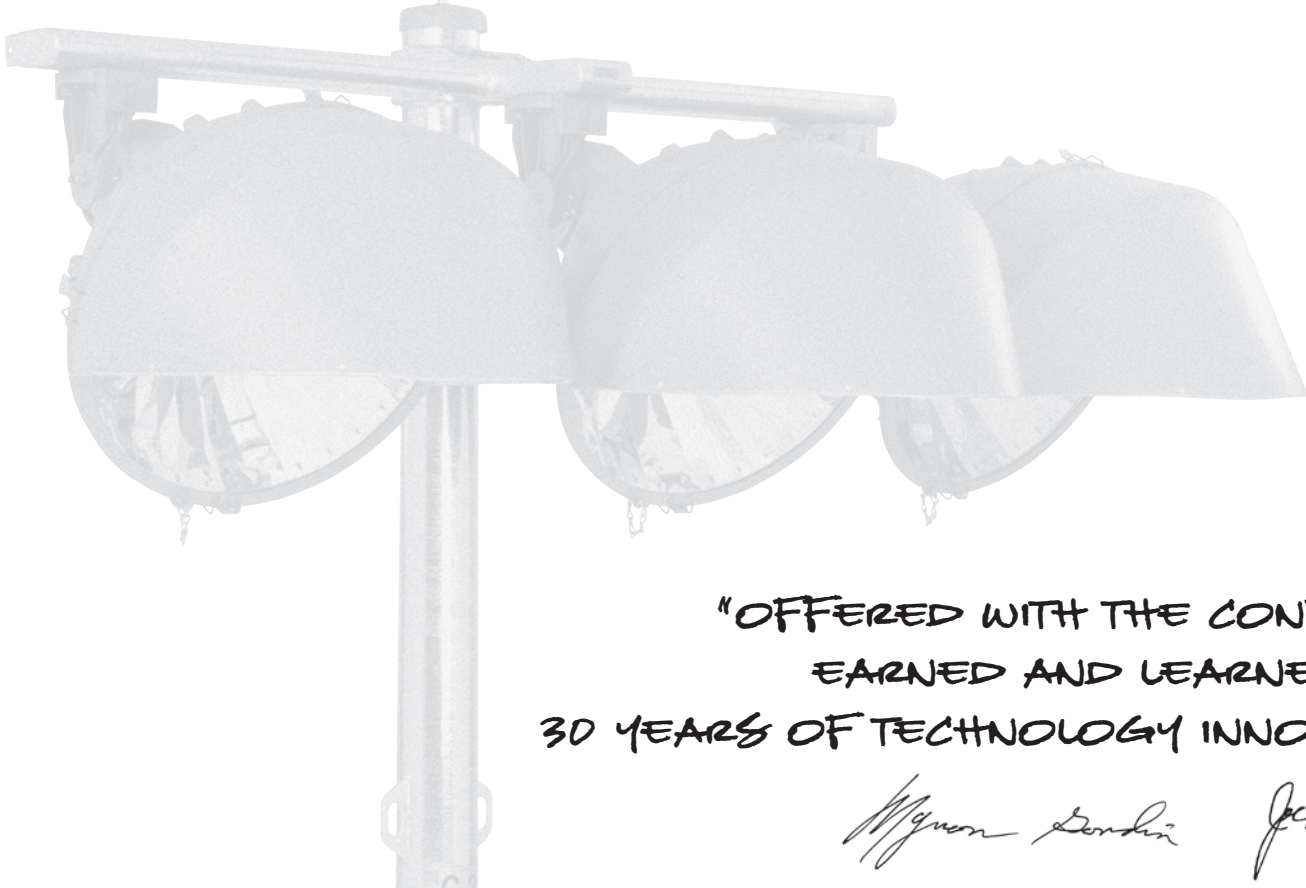






# Light•Structure GREEN™

***For your budget,  
for the environment.***



"OFFERED WITH THE CONFIDENCE  
EARNED AND LEARNED FROM  
30 YEARS OF TECHNOLOGY INNOVATION."

*Myron Gordon*      *John Rooker*



# Musco's Light-Structure GREEN™

Musco's Green friendly system will reduce by half or more, the cost of operating and maintaining your ballfield lighting system.

## For Your Budget

Innovative photometric improvements of the luminaire result in substantially more efficient light control.

Musco's evolution of fundamental lamp principles creates a new operating system — Smart Lamp™.

### Savings

#### 25 Year Life Cycle Cost Savings

Prior Technology Fixture Quantity	52
Light-Structure Green™ Fixture Quantity	32
1. Energy — photometric improvement	\$23,080
2. Group Relamp	\$16,250
3. Lamp Maintenance	\$3,750
4. Energy — controls	\$5,770
5. Labor — controls	\$10,000

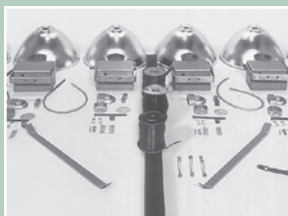
**Total Projected Savings \$58,850**

- |  |  |
|--|--|
| 1. 300 hours per year, 9¢ per kilowatt hour            | 4. 25% savings by switching on and off 20 minutes closer to actual usage time.   |
| 2. \$125 per luminaire for relamp labor and materials. | 5. 15 minutes labor for turning on and off at \$8 labor rate — 2,500 operations. |
| 3. Average of 7.5 repairs at \$500 each.               |  |

## Musco's journey to the Green Generation — 30 years of “good old fashioned” new technology

**1976**

Existing technology



**1977**

Factory assembled and wired light cluster — SportsCluster®. Predictable results, easier installation.



**1981**

Glare control research



**1982**

Temporary lighting service and rolling lab — Mobile Lighting System



**1987**

Easier maintenance — remote ballasts



**... for a More Energy Conscious Generation.**

**Amazing new technology . . . big cost benefits.**

And best of all, it does wonderful things for the adjoining environment. It puts much less light on nearby properties. It protects the beauty of the dark night skies.

## For The Environment

Spill and glare control features are now a standard part of every luminaire at no extra cost.

This green generation luminaire system cuts spill by half or more, even when compared to Musco's prior industry-leading technology.

Less Spill		
360' x 225' Soccer Field		
30fc Average Maintained	30fc Constant Illumination	
Light-Structure with Total Light Control™ photometric option	Fixture Type	<b>Light-Structure Green™</b>
1500W MZ	Lamp Type	1500W MZ
Vertical Illumination		
0.50 fc	Average	<b>0.15 fc</b>
0.74 fc	Maximum	<b>0.26 fc</b>
52	# of Luminaires	<b>32</b>

## Now 25 years of unprecedented, trouble-free operation

Musco's *Constant 25*™ product assurance and warranty program guarantees:

- Constant light levels and group lamp replacements at the end of rated lamp life
- Reduced energy consumption
- Monitoring, maintenance, and remote on/off control services
- System structural integrity

**1989**

Glare control with efficiency — SportsCluster-2®



**1991**

Complete lighting and electrical system from foundation-to-poletop, Light-Structure System™



**1997**

Facility management services — 10 Club Service® and Control-Link®



**2005**

Energy, environment . . . today's prices — Light-Structure Green™



## Light-Structure Green™ System — still Five Easy Pieces™ plus:

### Improved Luminaire Efficiency

- 1. Reflector system:** More than 2000 photometric patterns provide optimal energy efficiency and minimal spill light for each project.
- 2. Visor System:** Several visor choices provide energy efficient light on the field and minimal spill light. The aerodynamics reduce wind load on the poles.
- 3. Side Shift Beam Control:** Beams can be adjusted within the luminaire horizontally as well as vertically. We can now custom fit the light to the corners.

### Smart Lamp™ Operating System

- 1. Lamp:** 30 years of lamp experience has taught Musco how to operate the lamp with less energy and extend its life with a system of timed power adjustments.
- 2. Geared tilt adjustment:** With a geared leveling mechanism, the lamp arc tube operates in the energy advantageous horizontal position.

### Increased Durability, Assured Results

- 1. Die-Cast aluminum reflector housing:** Provides a rugged foundation for building and maintaining a sophisticated photometric unit.
- 2. Gasketing:** Improved material and gasket system design virtually eliminate “outgassing” and other contamination of the reflectors and lens.
- 3. Factory Assembled Luminaires:** The luminaire ships totally assembled: avoids contaminants, saves time, improves aiming accuracy.
- 4. Attaching Mechanism:** The factory assembled luminaire connects electrically and structurally to the crossarm with one simple attachment.
- 5. Factory Aiming:** Musco’s well established service of factory aiming is even better with Light-Structure Green™. . . field, changes can still be done.

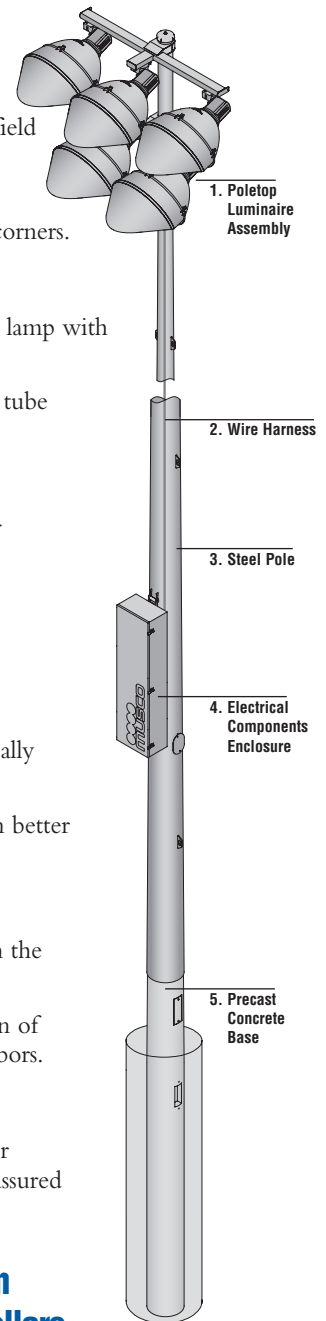
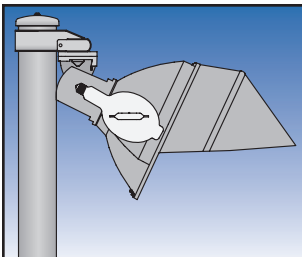
### Solid control and flexible management

- 1. Controls and monitoring:** This system, in one simple cabinet, included in the base price, saves energy and gives you a solid, flexible management tool.
- 2. Control Link Central™:** Real people at Musco, 24/7, support the operation of your lights . . . from office, field or home . . . benefits field users and neighbors.

### Ultimate guarantee

With **Green Generation Lighting**, Musco’s Constant 25™ guarantees it all for 25 years, plus free relamping at the end of the lamps’ rated life. All of this is assured by Musco’s field service department and their technicians.

**Light-Structure Green™ is the result of more than a dozen inventions and innovations from more than 10 million dollars of research and capital investment by Musco.**



**We Make It Happen.®**

800/825-6030

www.musco.com

e-mail: lighting@musco.com



# Tab B



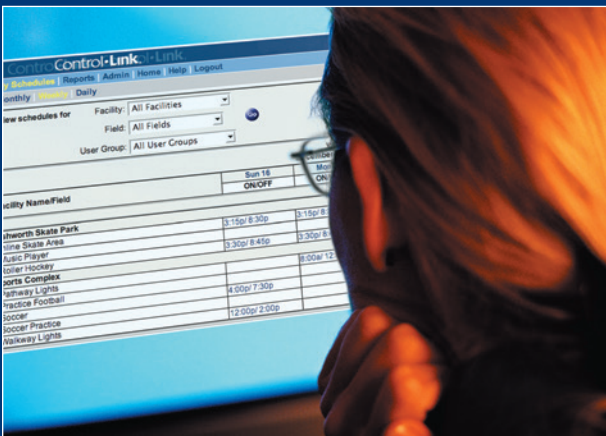




# Control-Link<sup>®</sup>

## Control System

**Flexible control and solid management of your facility — saves operating cost and improves service**



*Get fingertip control of your facilities from*

*your desk*

*your field*

*your home*

*your phone*

*... from anywhere*

Musco Control-Link Usage Report  
City of Carrollton Carrollton, TX  
By Facility, Field  
Usage Type of Light Usage  
March, 2007

Summary by Facility		Total Hours Usage
Facility		0:00
Jimmy Porter		28:45
Josey Park		131:25
McInnish Park		30:33
RE Good Park		5:06
Thomas Park		195:49
City of Carrollton		

Summary by Facility, Field		Total Hours Usage
Facility	Field	
Josey Park	Field 1 Red	
Josey Park	Field 2 Blue	
Josey Park	Field 3 Orange	
Josey Park	Field 4 Yellow	
Josey Park	Field 5 Football	
Josey Park	Field 1 Red	
Josey Park	Field 2 Blue	
McInnish Park	Field 3 Orange	
McInnish Park	Field 4 Yellow	



**We Make It Happen<sup>®</sup>**



## Musco's Control-Link® System for new and existing sports facilities

With cities and recreational needs growing faster than ever, it's critical to maximize your available resources and make solid decisions about managing and expanding your facilities.

Control-Link is the reliable, cost-effective control system that helps control, monitor, and manage your new recreational facility lighting. In addition, it can control your existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link system includes our Control-Link Central™ team, the on-site Control-Link equipment, and an industry-leading warranty. Our exclusive Control-Link Central team is staffed 24/7 to assist with your scheduling and reporting needs.

### Reduce energy cost and staff legwork

Control-Link reduces energy usage by operating lights and equipment only when needed. This helps curtail taxpayers' concerns about lights operating when fields are not in use. The automated system does not require staff to travel from field to field to turn lights on and off. It also eliminates distributing and tracking multiple sets of keys and reduces time coordinating staff and facility schedules.

### Simplify operations with flexible controls

Lighting schedules are entered into an easy-to-use Control-Link Central website or by email, phone, or fax. User passwords have varying access levels that you specify. Passwords, unlike keys, can be issued or cancelled at any time – making seasonal personnel or volunteer changes easier to manage.

Emergency schedule changes can be made through Control-Link Central call center staff, and on-site manual controls are provided for your maintenance staff.

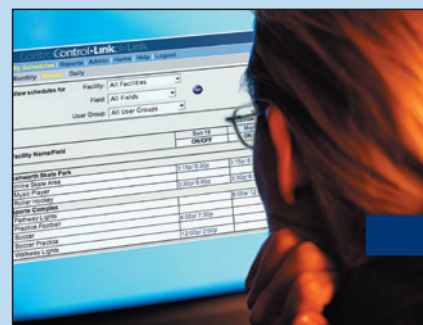
### Reduce hassle with solid management tools

Control-Link saves you time overseeing facility operations, scheduling staff, and planning routine maintenance. Control-Link Central stores information about your facility usage, including operating history by facility and user group. The control and monitoring system Musco supplies with new lights provides proactive monitoring, reporting lamp outages to help plan routine maintenance. A preseason light check helps ensure your fields are ready for play.

Our Control-Link Central team can assist you in generating reports and analyzing your data to provide tools for efficient operations, allocation of costs, assessment of user fees, proactive maintenance, and facility expansion planning.

These capabilities provide significant long-term cost savings and the potential for providing better customer service and innovative uses of your facilities without adding staff.

# Manage your

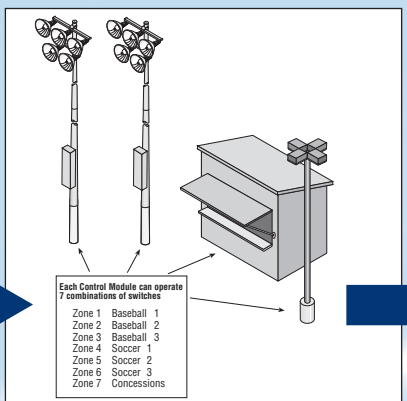


## 1 Enter schedules at your convenience

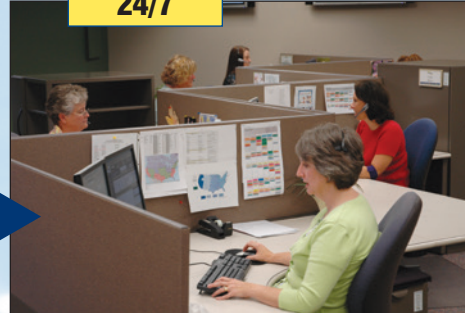
Enter schedules from any location via our easy-to-use Control-Link Central™ website, smart phone mobile website, or by email, phone, or fax.

- *Saves Energy and Staff Costs*
- *Allows Flexible Control*
- *Provides Usage Data and Reports*
- *Increases Security*
- *Provides Reliable Operation*
- *Monitors System Performance*

# lights without the late-night hours



**Available  
24/7**



**2 Schedules are stored on-site, backed-up at Control-Link Central**  
Schedules are transmitted from Control-Link Central via digital cellular technology and stored in the on-site equipment controller.

**3 Equipment is controlled automatically**  
Lights and other equipment such as door locks, concession stands, and security lights are operated per your schedules.

**4 Control-Link Central provides support, monitoring, and usage data**  
Control-Link Central supports you every step of the way. Trained staff provides scheduling support and verification, and monitors your lighting system for lamp outages. Control-Link Central's database stores field usage data by facility and user group.

**“Thank you so much for providing such an effective and advanced system for scheduling our lights; it has truly revolutionized the way we work.”**

— Kelly Barker  
Athletic Field Permit Coordinator  
Dept. of Parks, Recreation and Marine  
City of Long Beach, California

**“It’s like being an umpire. If people don’t know you’re there, you did a great job. If there aren’t any complaints about the lights, I know the system is doing its job.”**

— Roger Russomanno  
Ballfield Operations Supervisor  
Denver, Colo., Parks and Recreation Dept.

**“I use Control-Link Central™ to enter the weekly schedules so I can spend my time taking care of other things ... They do a great job, week after week.”**

— John Banks  
Park and Recreation Supervisor  
Laguna Niguel, California

# Control-Link Central™ Call Center

## Trained Staff Available 24/7

### Meet Our Control-Link Central Team

Control-Link Central provides trained technical assistance with the helpful, “can-do” attitude you expect from Musco, to solve any last-minute change or issue.

Control-Link Central operators oversee on/off control of over 33,000 fields per night and have experience with controlling over 3.3 million schedules per year worldwide.



“We strive to provide a level of service where every customer reaches a live operator, rather than a voice mail system, when they call in. We can make your last-minute scheduling changes happen in just a few minutes.”

**Ryan Tighe**  
*Control-Link Central Manager*



# Control-Link Central™

## Efficient Management Tools

### Operations Support

Control-Link Central provides three options for management and control of your facilities:

- Directly control your fields via an easy-to-use website
- Enter, edit, and update your schedules from your web-enabled smart phone
- Contact Control-Link Central's team of trained operators 24/7 to enter your schedules and request last minute changes

### Data Management

Control-Link Central offers effective tools to manage and analyze the extensive amount of stored information. Standard reports include usage reports by facility, field, and/or end-user.

### System and Schedule Monitoring

The Control-Link control and monitoring system Musco supplies with new lights checks your system performance each time your lights are turned on. If the system detects lamp outages, it notifies your warranty specialist who contacts you. Preseason checks can be a part of your proactive maintenance program to help make sure your lights are operating properly before the first game.

Control-Link Central staff monitors all schedules entered to ensure the controller receives them. In addition, staff monitors the status of the system daily to ensure it's ready to run your schedules. If they detect any system issues, the Control-Link Central staff contacts you to resolve them before they become a problem.

### Control-Link Activation

Once the on-site equipment is installed, the installing contractor contacts a Musco technician to assist them in commissioning the system. The technician sends sample schedule commands to the Control-Link system to test each lighting zone. The technician also collects baseline diagnostic data the system needs for monitoring.

### Customer Training

Control-Link Central staff provides customer training via telephone, conference, or on-line tutorial covering Control-Link operation, scheduling, website access, and all user functions.

**"We greatly appreciate your super-friendly service."**

— Kelly Barker  
Athletic Field Permit Coordinator  
Dept. of Parks, Recreation and Marine  
City of Long Beach, California

Control-Link website interface showing a weekly schedule for August 25 - August 31, 2013. The interface includes navigation tabs (Home, My Schedules, Reports, Admin, Help, Logout) and a search filter for Facility, Field, and User Group. The schedule table shows ON/OFF status for various facilities and fields across the week.

Facility Name/Field	Sun 25	Mon 26	Tue 27	Wed 28	Thu 29	Fri 30	Sat 31
City Park	ON/OFF	ON/OFF	ON/OFF	ON/OFF	ON/OFF	ON/OFF	ON/OFF
Inline Skate Area	6:26p 10:00p	6:24p 10:00p	6:22p 10:00p				
Restrooms							
Roller Hockey							
Pine River Park							
Field 1					7:05p 10:00p		
Field 2					7:05p 10:00p		
Field 3							
Field 4							
Security Lights							
Tennis Courts							
Scottsbluff Recreation Facility							
Baseball							
Football							
Football Stadium							
Parking Area North							
Parking Area South							
Practice Field							
Security Walkway Lights							
Soccer							

This is a partial sample of a customer's weekly schedule as entered on Musco's Control-Link website. The current day is always highlighted.

**Musco Control-Link Usage Report (Auto Only)**  
By Facility, Field  
Usage Type of Light Usage  
June, 2010

Summary by Facility		
Facility	Total Auto Hours Usage	Total Hours Saved from Early Offs
Cowley	112:50	17:08
Dunbar	64:53	29:46
Garland Parklet	49:48	0:00
Herschel Field	256:47	26:05
<b>Total:</b>	<b>484:18</b>	<b>72:59</b>

Summary by Facility, Field			
Facility	Field	Total Auto Hours Usage	Total Hours Saved from Early Offs
Cowley	Baseball	63:04	17:08
Cowley	Basketball	49:46	0:00

Control-Link Central database stores usage data by field and user group.

Control-Link website home page showing navigation tabs (Home, My Schedules, Reports, Admin, Help, Logout) and a large image of a baseball field at night. The page includes sections for Warranty, Replacement Parts, and Service; Meet Our Staff; and Control-Link for mobile devices. Contact information for Control-Link Central is provided at the bottom.

CONTROL-LINK CENTRAL • 24 / 7 / 365 SUPPORT  
Phone: (877) 347-3319 • email: schedule@musco.com • Fax: (800) 853-8847  
This site was developed as a tool for managing your lighted facilities.  
Your scheduling and reporting needs are a high priority to us at Control-Link Central. Any time you have a question or a new idea that might help us better serve you, please contact our online support!

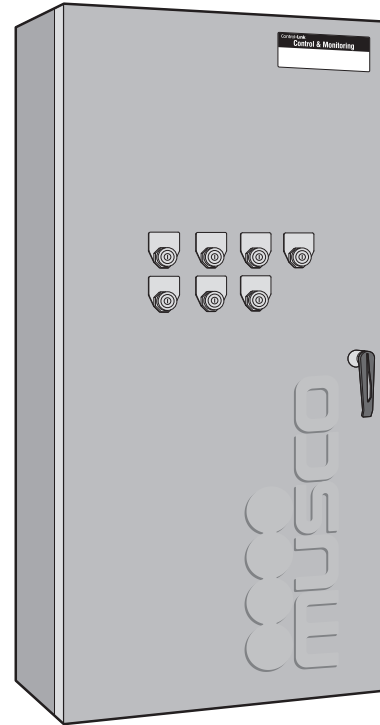
The Control-Link website provides easy and efficient scheduling of fields, reports, and control over the access levels of your Control-Link website users.

## New Lighting Installation

The Control-Link® control and monitoring system supplied with new lighting installations provides these features:

- Lighting contactors to handle circuit switching
- Equipment controller to store and execute schedules
- Monitoring module to track system performance and detect problems such as lamp outages
- Key-operated manual switches
- NEMA type 4 rated enclosures
- Factory built and fully tested, ready to install
- Optional remote-mounted switches in a lockable cabinet

### Control-Link Control and Monitoring System



## Existing Lighting Installation

The Control-Link retrofit control system supplied with existing lighting installations provides these features:

- Interposing relays to drive your existing lighting contactors
- Equipment controller to store and execute schedules
- Key-operated manual switches
- NEMA type 4 rated enclosures
- Factory built and fully tested, ready to install
- Optional remote-mounted switches in a lockable cabinet

### Control-Link Retrofit System

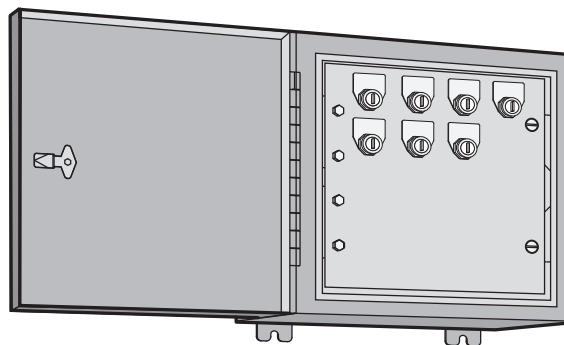


## Optional Remote Manual Switches Cabinet

The remote manual switches cabinet provides the option of more convenient switch location for maintenance staff.

- Lockable cabinet helps prevent tampering for outdoor mounted equipment
- Locate up to 300 ft. (wire length) from control cabinet
- Connectors and mating plugs for easy installation

### Manual Switches Cabinet



# What Our Customers Have to Say

## Usage Data is Great

“It’s been great. It’s ten times better than anything we’ve tried before. The field usage data is great. Our monthly reports needed for financial planning are more accurate and easy to do. That makes setting user fees much easier. The customer service we continue to get from Musco is excellent. I know I can call them anytime, from anywhere, and they’re right there to help, 24 hours a day, 7 days a week.”

**Judy Flynn**

*Former Recreation Supervisor  
City of Corona, California*



**Corona Park, California**

## Neighbors Appreciate Control-Link

“We used to get calls from neighbors every once in a while that the lights had been left on, and someone would have to go out in the middle of the night to turn them off. Neighbors have called us saying how much they appreciate the lights being on only when someone is actually using the field.”

**Scott Whitaker**

*Park & Recreation Director  
City of Carrollton, Texas*



**Carrollton Sports Complex, Texas**

## Easy to Operate

“Musco’s control and monitoring system is definitely a more proactive approach than our previous system. When there is a problem, the monitoring system allows a warranty specialist to immediately notify us. This is a huge asset, as problems are resolved right away. The system is user friendly, very efficient, and easy to operate. Using a phone to call Control-Link Central™ is much easier than our previous system, which required a laptop to dial in and make changes to a particular facility. The simplicity of this system is very refreshing.”

**Joe Ross**

*Recreation Programmer  
City of Rialto, Recreation and Community Services  
Rialto, California*

## Customer Service Second to None

“We enjoy the great customer service. The staff answering the phones are so polite and we really appreciate that. We value being able to monitor the usage of the facilities through the website. Control-Link helps ensure that field lights are turned off when they are supposed to be. We no longer receive calls at 1:00 in the morning that the lights were left on. The monitoring system has also been impressive. We received a call during the day that there was a problem with one of the fixtures. After checking the fuses, we replaced one and the system was back to go. The problem was resolved before we would have even been aware there was a problem.”

**Stephen Cooke**

*Sports Manager, Greenville County Recreation Dept.  
Assistant District Administrator S.C. District 7 Little League  
Greenville, South Carolina*



**We Make It Happen.**

[www.musco.com](http://www.musco.com)  
email: [lighting@musco.com](mailto:lighting@musco.com)



# Tab C







# World Class Leaders

*Sports and Large Area Lighting*



**MUSCO**  
*Lighting*  
We Make It Happen.



# Permanent Lighting Solutions



## Yankee Stadium

Bronx, New York, USA

- Met strict lighting and glare reduction needs for vision of professional baseball players in the new home of one of the most storied sports programs in US history
- Achieved light level requirements for major network television broadcasts
- Special-build racks integrated the lighting into the architectural plan for Yankee Stadium
- Green Generation Lighting- reduced energy consumption from typical floodlighting technology, saving the Yankees organization 3.83 million kW over 25 years



## University of Michigan's Crisler Arena

Ann Arbor, Michigan, USA

- Met light level and uniformities requirements for Big Ten basketball broadcasts, while minimizing glare for players and avoiding scoreboard washout



## Daytona International Speedway

Daytona Beach, Florida, USA

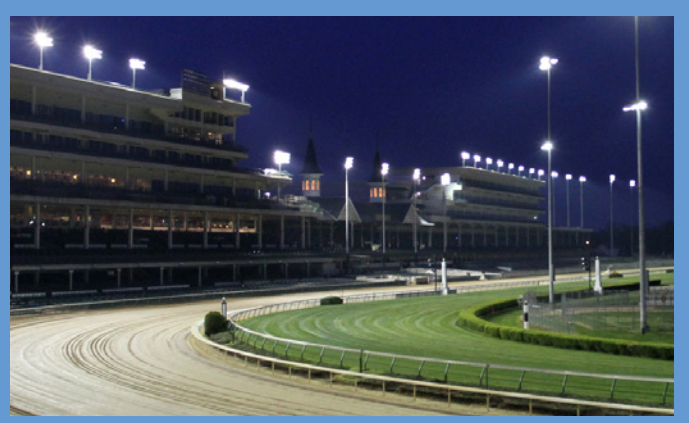
- Met light levels, uniformity, and glare control requirements set by NASCAR, television, the FAA, and the city of Daytona Beach



## Reliant Stadium

Houston, Texas, USA

- Provided broadcast TV light levels for NFL Houston Texans American football games, while minimizing glare for players and cameras



## Churchill Downs

Louisville, Kentucky, USA

- Met stringent lighting requirements for site of Kentucky Derby, with two light levels: for televised race broadcasts and training use





## Red Bull Arena

Harrison, New Jersey, USA

- Achieved light level requirements for television broadcasts
- Designed custom-built mounting brackets to meet the venue's unique structural needs for a trouble-free installation and guaranteed performance



## Chicagoland Speedway

Joliet, Illinois, USA

- Achieved light levels and uniformities needed for NASCAR races for the safety and performance of stock cars that may exceed 200 mph



## Lamade Stadium

Williamsport, Pennsylvania, USA

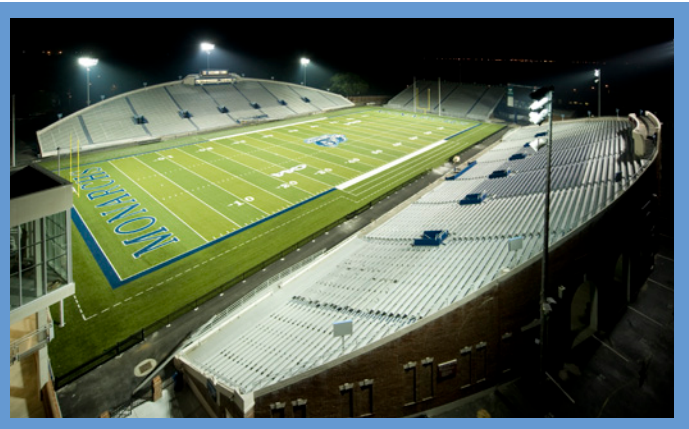
- Partnered with Little League® in developing lighting standards; also the Official Sports Lighting System of Little League® Baseball & Softball



## Bud Walton Arena

Fayetteville, Arkansas, USA

- Provided broadcast quality lighting for SEC's University of Arkansas, with theatrical elements, while avoiding scoreboard washout



## Old Dominion University

Norfolk, Virginia, USA

- Met NCAA lighting standards for regional broadcasts of American football at Foreman Field



# Permanent Lighting Solutions



## Aviva Stadium

Dublin, Ireland

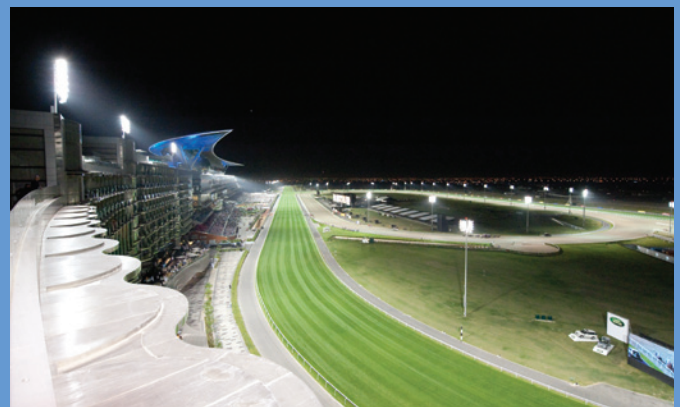
- Achieved light level needs for broadcasts of FAI and IRFU football and rugby association matches
- Met stringent light control criteria for planning commission



## Wimbledon Centre Court

London, England, United Kingdom

- Designed lighting for All England Lawn Tennis Club's Centre Court retractable roof, utilizing both direct and indirect lighting to achieve TV broadcast light levels for The Championships at Wimbledon



## Meydan Racecourse

Meydan City, Dubai, United Arab Emirates

- Created broadcast lighting for world's largest horse racing facility for both outer turf and inner synthetic dirt courses, that was integrated into architectural plan for facility



## Donggang Cistar Country Club

Yeongwol, Gangwon, South Korea

- Met planners' goal of lighting that provided needed light for play and also complemented course



## Dushuhu Campus Swimming Arena

Suzhou, Jiangsu, China

- Provided direct and indirect lighting to achieve needed light levels and also reduce water glare





## Yas Marina F1™ Circuit

Abu Dhabi, United Arab Emirates

- Created lighting for first-ever Formula One® twilight race, with the largest lighted sports venue in the world at 5.554 km/3.451 miles
- Built custom-designed mounting brackets to meet the circuit's structural needs for a trouble-free installation with guaranteed performance



## Losail International Circuit

Doha, Qatar

- Provided uniform light levels required for first ever MotoGP circuit night race, meeting all requirements for rider safety, spectator enjoyment, and international television broadcast



## Millennium Stadium

Cardiff, Wales, United Kingdom

- Met lighting needs for international television broadcasts of the preliminary football rounds of London Summer Games, as well as Welsh national rugby team's home matches



## Abdoun Bridge

Amman, Jordan

- Created LED lighting system to better light the bridge for both architectural and functional needs with long-term efficiency



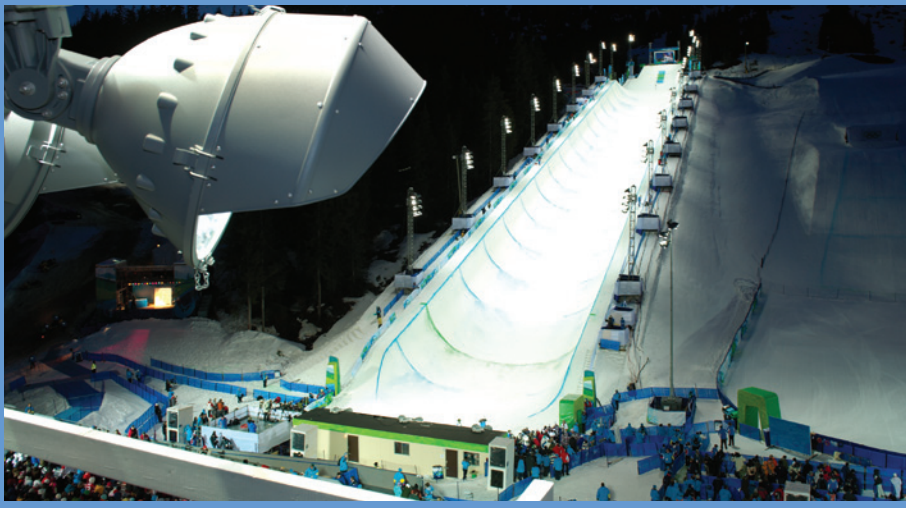
## Guangzhou University City Stadium

Guangzhou, Guangdong, China

- Met light requirements for rugby and football, in hosting the 2010 Asian Games



# Temporary Lighting Services Solutions



## 2010 Olympic Games

Vancouver, British Columbia, Canada

- Lighted 8 venues for 14 different events
- Utilized lighting expertise for evaluation of existing lighting systems to ensure quality international broadcasts
- Provided lighting in three categories: complete lighting systems, supplements to existing lighting, and lighting for specialty areas such as press interview rooms, practice areas, and flag ceremonies



## Titanic

Rosarito Beach, Baja California, Mexico

- Provided an even light source around the movie set of an 800-foot structure for complex special effects sequences



## Notre Dame / Michigan First-Ever Night Game

South Bend, Indiana, USA

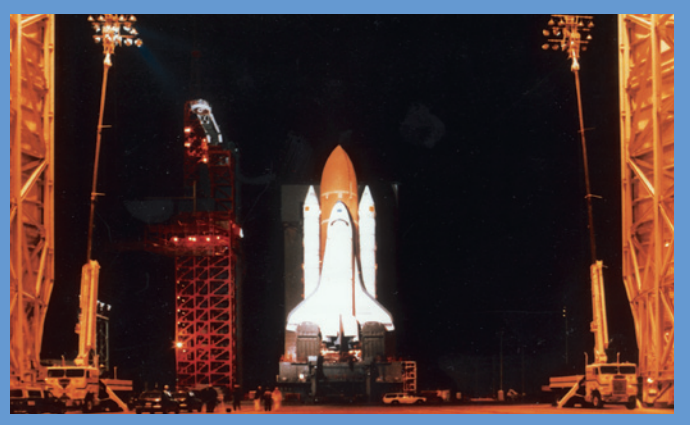
- In a six-month turn-around, designed and built a mobile lighting truck capable of producing television broadcast light levels for "the night the lights went on at Notre Dame Stadium"



## 2009 Winter X Games

Aspen, Colorado, USA

- Lighted ESPN's winter sports competition for television broadcast



## Space Shuttle Launch Complex 6 – Lighting Test

Vandenberg Air Force Base, California, USA

- Provided photo optic lighting for high speed photography





## 2012 Olympic Games

London, England, United Kingdom

- Lighted 25 venues and over 100 areas, from field of play to interview areas, for international broadcasts during 17-day event
- Selected to evaluate existing lighting systems, and remedy where needed, to ensure quality television broadcasts
- Provided complete lighting systems, supplements to existing lighting, and lighting for specialty areas such as press conferences, practice or warm-up areas and mixed zones



## 2004 Olympic Games

Athens, Greece

- Lighted 15 venues for 27 different events for summer sports' most comprehensive games



## Battle at Bighorn

Palm Desert, California, USA

- Lighted final four holes for broadcast of prime time golf event showcasing PGA's top-flight golfers



## 2010 Winter X Games Europe

Tignes, France

- Lighted broadcasts of ESPN's first outside-of-US snowsports games



## Caesar's Palace Jump

Las Vegas, Nevada, USA

- Met lighting needs for broadcast of world record motorcycle jump



**USTA National Tennis Center**  
Queens, New York, New York, USA



**Dundalk Stadium**  
Dundalk, County Louth, Ireland



**Washington Monument**  
Washington, District of Columbia, USA



**Academy Award**

The Academy of Motion Picture Arts and Sciences awarded Musco an Academy Award for scientific and engineering achievement in film lighting.



**Emmy Award**

Musco was awarded an Emmy by the Academy of Television Arts and Sciences for lighting NCAA football telecasts.



**International Lighting Design Award**

The 1993 Paul Waterbury Award of Excellence for Outdoor Lighting, one of two presented worldwide, was awarded to Musco for innovative design at Charlotte Motor Speedway.



**ESPN Wide World of Sports Complex**

Musco was selected to light ESPN's Wide World of Sports complex, a state-of-the-art, 200-acre complex with facilities for more than 30 sports.



**We Make It Happen.®**

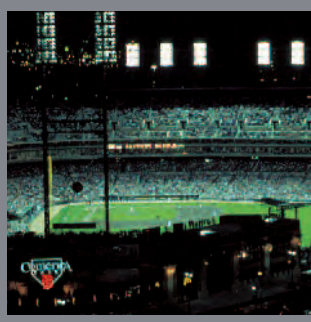
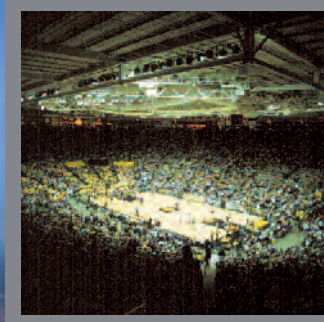
[www.musco.com](http://www.musco.com)  
e-mail: [lighting@musco.com](mailto:lighting@musco.com)





# Tab D





**We Make It Happen.®**

**4 SYSTEMS · SERVICE · EXPERIENCE**

# Musco Makes It Happen.

Sports lighting doesn't just happen. It takes innovative systems, a commitment to service and decades of experience.

For more than 30 years, Musco has focused on the design and manufacture of sports-lighting systems. Musco continues to meet the unique requirements of lighting sports facilities, providing you with solutions to questions such as . . .

- How much light is enough?
- How can installation, operating and maintenance costs be minimized?
- How can a lighted sports facility be a good neighbor?

Musco's system approach makes sports lighting practical, affordable and trouble-free — designed to be simple to purchase, install and operate.

## Because we've been there

Musco team members drive the advances that increase product performance and raise industry standards.

Our proven innovations in permanent and temporary sports lighting are built upon practical experience in putting our systems on the line — for you, your project and your community.

## For you

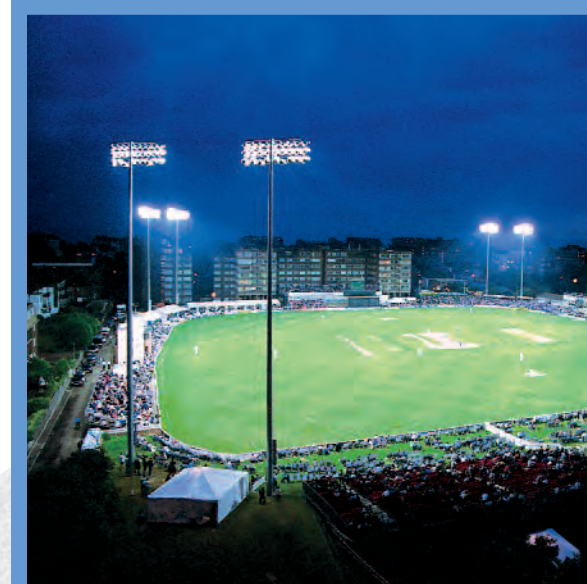
Thousands of schools, cities and facility owners have counted on Musco as part of their team — making lighting happen for the safety and enjoyment of their participants, while providing the most value for their sports-lighting budget.

## For your project

From Little League Baseball® and Softball diamonds to college athletic facilities to superspeedways, our experienced staff will apply their knowledge of Musco technology to meet your project's unique lighting, structural and electrical needs. You can be assured that Musco's technically accurate lighting will provide superior playability.

## For your community

We make it happen every night of the year, bringing communities together to enjoy sports and recreation. The charged atmosphere of lighted activities brings out the enthusiasm in players and fans alike. Musco sports lighting adds the appeal that can turn your games into memorable events.



Lighting . . . We Make It Happen.®

Pictured on the cover (clockwise from top left): Hartford Civic Center, Hartford, Connecticut; Rose Bowl, Pasadena, California; Comerica Park, Detroit, Michigan; Carver-Hawkeye Arena, Iowa City, Iowa. Background photo: Lowe's Motor Speedway, Charlotte, North Carolina.





*When Universal Studios needed an on-screen baseball lighting system along with a sophisticated lighting system to overlay special effects for the filming of Field of Dreams, they chose Musco.*

*“...We are embarking on a project that will be the benchmark by which all other similar projects are judged.”*

John Graham  
President

Daytona International Speedway



*When the England and Wales Cricket Board developed a strategy for moving English cricket into the 21st century, they selected Musco as part of the broadcast team. Only Musco could provide playable, television-quality lighting for the ambitious broadcast schedule of matches.*

*When the Klages Group production company built a team to unveil the renovated Statue of Liberty for a televised rededication ceremony, they chose Musco.*



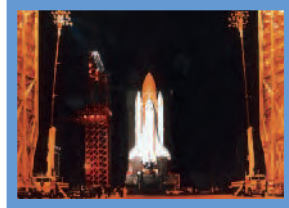


# Musco's Innovations Make Lighting Happen.

*Major sports-lighting innovations over the last 30 years have come from Musco.*



The SportsCluster<sup>®</sup> System; the first factory assembled and factory wired light cluster, providing substantial advantages in installation, alignment and durability.



The SportsCluster<sup>®</sup>-2 System; the first practical system to control glare and spill light, while improving energy efficiency.



'77 Introducing the system      '87 Light control systems      '91 The

**1977**  
Musco begins production of the SportsCluster<sup>®</sup>, **simplifying installation, guaranteeing alignment and increasing durability.**

**1979**  
Musco introduces factory aiming, **increasing the quality of lighting and simplifying installation.**

**1979**  
Remote ballast is introduced, **making regular maintenance easier** by locating serviceable electrical components in an enclosure near the base of the pole.

**1981**  
An **unprecedented parts and labor warranty** is introduced to demonstrate the reliability of Musco's system approach to lighting.

**1982**  
Musco Mobile Lighting makes its debut — and television history — at the Notre Dame-Michigan football game in South Bend, Indiana.

**1982**  
Musco Mobile Lighting takes sports lighting on the road creating a rolling research lab for **developing and testing new lighting innovations.**

**1983**  
Musco Mobile lights its first Super Bowl at the Rose Bowl in Pasadena, California.

**1983**  
Musco introduces the economical four-pole Little League Baseball<sup>®</sup> and Softball layout that **reduces costs on fixtures and installation.**

**1983**  
Musco Mobile Lighting tests lights for Space Shuttle Launch Complex 6 at Vandenberg Air Force Base in California.

**1983**  
Musco Mobile Lighting is introduced to the movie industry with a six week location shoot for *All The Right Moves* starring Tom Cruise.

**1984**  
Problem-solving capabilities enable Musco to become "Official Supplier of Lighting to the 1984 Olympic Games."

**1987**  
SportsCluster-2<sup>®</sup> is introduced, offering **major advancements in efficiency and spill and glare control.**

**1987**  
Musco works with Universal Studios to provide an on-screen baseball lighting system for the movie *Field of Dreams*. Musco Mobile provides lighting services for filming.

**1988**  
Multi-Watt<sup>™</sup> option introduced to reduce system operating costs, **increasing programming flexibility.**

**1989**  
**Even greater efficiency and control is achieved** with the introduction of an enhanced SportsCluster-2<sup>®</sup> — up to 25% more light on the field and up to 95% reduction in spill light.

**1989**  
Level-8<sup>™</sup> and Total Light Control<sup>™</sup> option **provides practical solutions for extreme light control needs.**

**1991**  
The Light-Structure System<sup>™</sup> is introduced — engineered as 5 Easy Pieces<sup>™</sup> complete from foundation to poletop — **making installation and operation cost-effective and efficient.** Features a comprehensive, hassle-free, 7-year foundation-up warranty.

**1992**  
Musco lights Lamade Field, home of the Little League Baseball<sup>®</sup> World Series — and is named the **Official Sports-Lighting System of Little League Baseball and Softball<sup>®</sup>.**

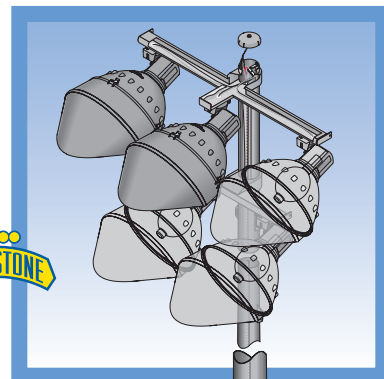
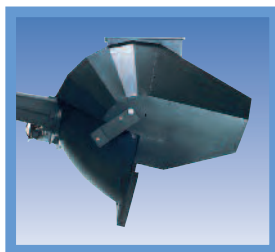
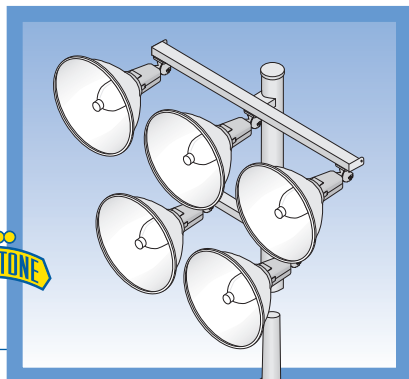
## Superior Performance

Musco's system approach offers superior performance by supporting the 5 important principles of sports lighting.

- Energy efficiency
- Durability
- Environmental sensitivity
- Safety
- Cost

## Our Experience Shows

Little League Baseball® and Softball teamed with Musco to develop standards for safe, efficient facility lighting. The NBA called on Musco to complete a comprehensive survey of 32 arenas to evaluate their broadcast capabilities, and Musco continues to set the standard for televised night racing. Musco's experience guarantees you will receive the best designs and systems available anywhere.



The Light-Structure Green™ System is introduced — for your budget and for the environment.

The Light-Structure System™; the only complete system from foundation to poletop, provides solutions to the many variables of sports lighting.



## Musco Constant 25™

complete system

'05 The green system

### 1992

The history of racing is changed when Musco's Mirtran™ technology makes it possible to light a NASCAR superspeedway — Lowe's Motor Speedway. The ground level mirror lighting technology is developed to meet criteria of no tall poles on the infield — **setting the standard for uniformity and glare control for NASCAR.**

### 1994

Musco technology goes indoors to solve "scoreboard washout" lighting problems at the Charlotte Coliseum.

### 1996

Musco introduces the ShowLight™ system — allowing professional sports in large arenas to enhance their pre-game introductions and halftime shows with theatrical effects.

### 1996

Musco is selected as the exclusive supplier of sports-lighting for Disney's Wide World of Sports™ complex.

### 1998

Musco makes the world's largest outdoor sports-lighting project happen — Daytona International Speedway.

### 1999

Remote control of lighting systems is affordable with the introduction of Control-Link™.

### 1999

Musco introduces 10 Club Service®, a comprehensive ten year warranty.

### 2003

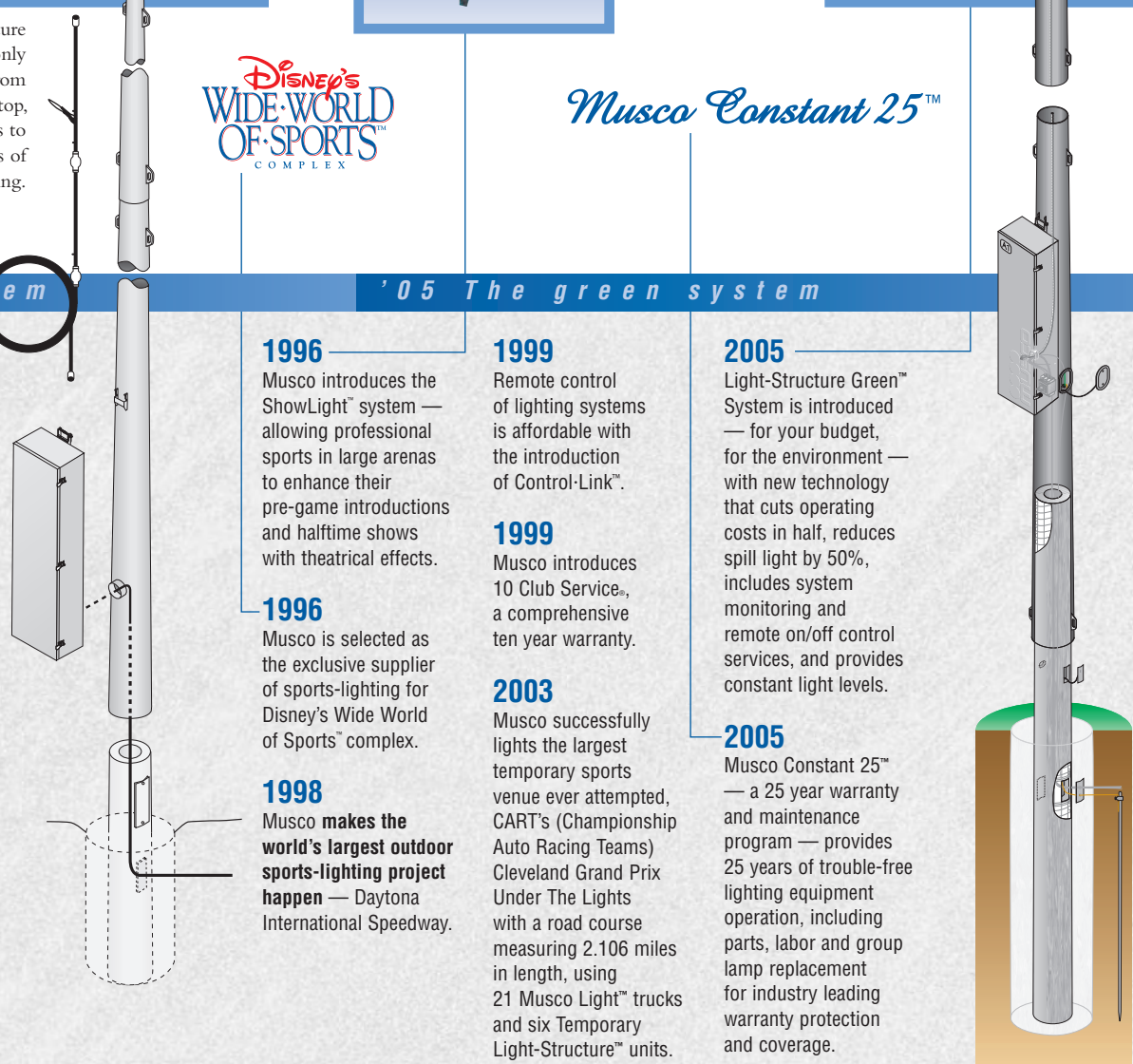
Musco successfully lights the largest temporary sports venue ever attempted, CART's (Championship Auto Racing Teams) Cleveland Grand Prix Under The Lights with a road course measuring 2.106 miles in length, using 21 Musco Light™ trucks and six Temporary Light-Structure™ units.

### 2005

Light-Structure Green™ System is introduced — for your budget, for the environment — with new technology that cuts operating costs in half, reduces spill light by 50%, includes system monitoring and remote on/off control services, and provides constant light levels.

### 2005

Musco Constant 25™ — a 25 year warranty and maintenance program — provides 25 years of trouble-free lighting equipment operation, including parts, labor and group lamp replacement for industry leading warranty protection and coverage.





# Musco's Systems for Lighting Make It Happen.

Musco's system approach to sports lighting — systems for lighting, electrical and structural needs — provide you with a wide array of lighting solutions. Our systems combine concepts and products that are designed to work together.

## Make it durable and long-lasting

- Extensive product assurance program with the people in place to make it happen
- Factory-aimed luminaires guarantee first-time and long-term alignment
- Comprehensive corrosion-resistant package assures trouble-free operation
- Engineered systems assure little to no risk of failure or leakage at transition points

## Make it cost-effective

- More light per luminaire means fewer luminaires to buy, install, operate and maintain

## Make it playable for everyone

- Computer-based design services ensure lighting conditions meet the needs of participants, spectators and television cameras

## Make it environmentally sensitive

- Precise control of light with engineered optic systems using proven spill and glare reduction methods

## Make it safer

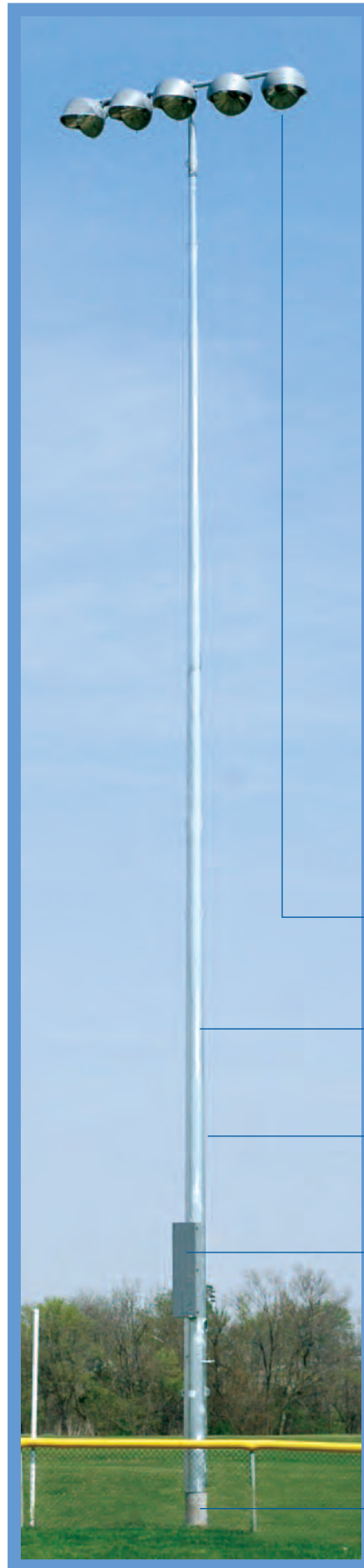
- UL Listed and CSA Approved

## Make it trouble free

- Comprehensive 25 year warranty and maintenance program... Constant 25™
- Control·Link® on/off system allows you to control your lighting from your desk, your home... from anywhere

**MAKE IT HAPPEN.**

## Permanent Lighting



**Light-Structure Green™** System is engineered from foundation to poletop in 5 Easy Pieces™. **For your budget, for the environment.**

### New Technology:

- Cuts operating costs in half
- Reduces spill light by 50%
- Includes system monitoring and remote on/off control system
- Provides constant light levels

### Same 5 Easy Pieces™

- Complete system from foundation to poletop
- Factory wired, aimed and tested
- Fast, trouble-free installation
- Comprehensive corrosion package

Now covered by: **Musco Constant 25™ 25-Year Warranty and Maintenance Program** provides 25 years of trouble-free lighting equipment operation, including parts, labor and group lamp replacement.

1. Poletop Luminaire Assembly
2. Wire Harness (protected inside pole)
3. Galvanized Steel Pole
4. Electrical Components Enclosure
5. Precast Concrete Base



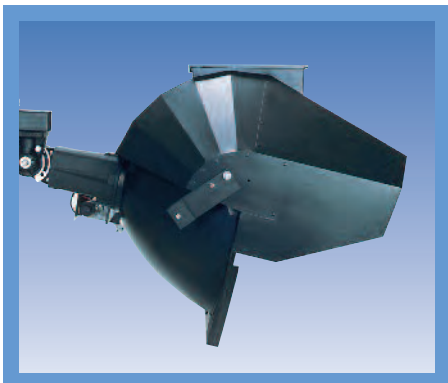
A modular unit factory-aimed and tested to perform from your choice of structures — **SportsCluster Green™** makes retrofit of old equipment easy, with unequaled energy savings.



**Light-Pak™** system provides energy-efficient indoor sports lighting that operates at your choice of two energy levels for improved cost control.



The **Mirtran™** system, with superior control of light, enables motorsports enthusiasts to enjoy night racing.



The **ShowLight™** system provides instant off/on capabilities, allowing pre-game introductions and halftime shows to be enhanced with theatrical effects.

## Temporary Lighting



**Notre Dame Stadium, South Bend, Indiana**

**Musco Light™** makes its debut at the Notre Dame vs. Michigan college night football game in 1982, setting a benchmark for nighttime college football broadcasts.

Musco's Mobile Lighting Systems have provided lighting for hundreds of college football telecasts, feature films and special events.



## Custom Applications



**Ericsson Stadium, Charlotte, North Carolina**

Musco provides systems that work with architectural plans and existing structures, combining our standard products with special-build capabilities to meet unique needs, such as large stadium lighting. Our lighting systems are factory assembled and aimed — for better results in less time — with solutions for your lighting, electrical and structural challenges.



**ShowLight™** system provides all the performance required for broadcasting professional sporting events in large arenas. Musco provides solutions for scoreboard washout, structural adaptations and the unique needs of television cameras.

**Alamodome, San Antonio, Texas**



# Musco's Service Makes Lighting Happen.

## Our commitment to you

Musco understands the needs of our customers because we listen and respond accordingly — from the initial consultation and installation, through the life-cycle of your system. We work with you to ensure your needs are met with superior products and services.

- Experienced technical support staff
- Experienced lighting application staff
- Lighting solutions services through the custom adaptation of products
- Guaranteed performance
- Extensive warranties, providing long-term product assurance
- Project management services

## Put our team to work for you

Musco's sports-lighting systems include the key component that makes your lighting project truly successful: the Musco Team. Our greatest resource is available to analyze your needs, apply our proven technology to lighting challenges, provide the highest quality products and assure their performance in the field. Together, working as a team, we deliver lighting solutions for every project.



Lighting design decisions are as important to cost-effectiveness and quality of the lighting as the equipment. Musco can help you design your project by providing these services (some of which can be facilitated through electronic file transfers via the internet):

### Lighting

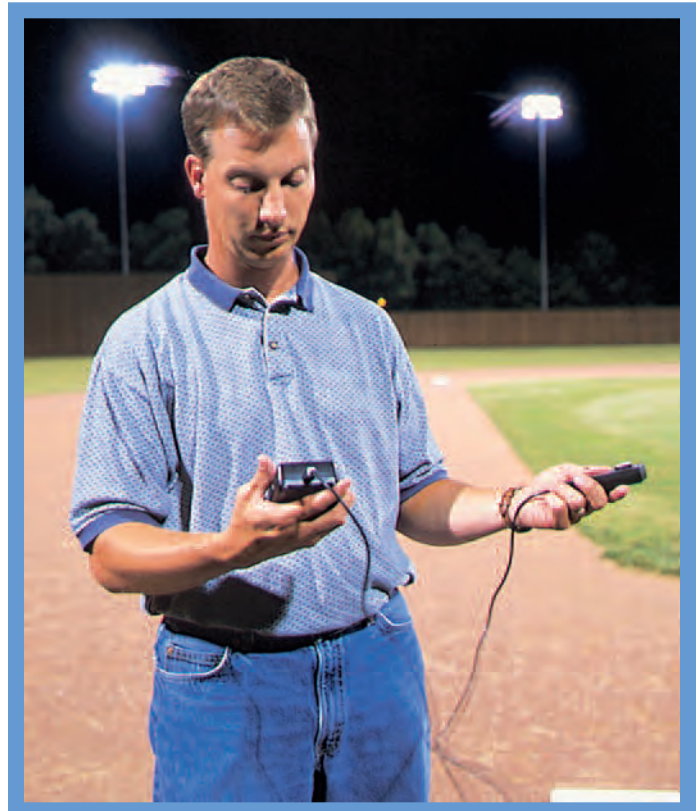
- field layouts
- field lighting scans on multiple planes
- aiming diagrams
- computer analysis of spill/glare

### Electrical

- load and amperage
- UL letter of certificate
- CSA report

### Structural

- foundation design
- structural data



Musco representatives are backed by experienced technical staff, including engineering, installation and support team members. We're here for you. Our local sales representatives provide assistance in tackling sports-lighting challenges.

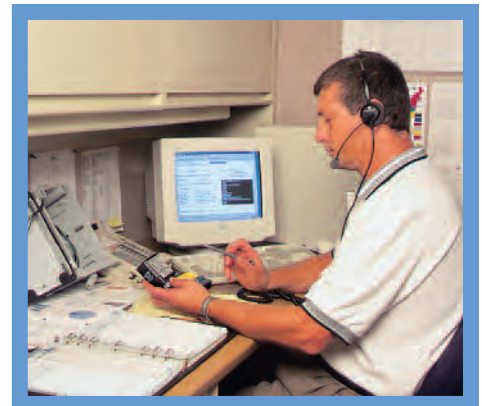




Production team members meet quality standards by working together in a facility designed and built to manufacture Musco's lighting systems.



Musco's project management consultants make themselves available at all stages of lighting projects to assist you and your staff, calling upon decades of experience to make lighting happen.



Musco's hassle-free warranty service is backed by Musco team members dedicated to serving you, using practical knowledge and experience to resolve troubleshooting concerns.



Continuous innovation requires commitment to research and development, in the laboratory and in the field.

Musco team members have the dedication and attention to detail to make it happen for years to come.



# Musco's Experience Makes Lighting Happen.

## Providing lighting solutions

Musco is the leader in sports lighting due to our experienced staff of technical support team members who provide problem-solving assistance to meet every project's unique lighting, structural and electrical needs. Each project receives individualized attention to all stages of development, customized to meet the requirements of the facility.

## Making dreams realities

When officials at Daytona International Speedway decided to light the world famous superspeedway, our proven track record made Musco the clear choice. Utilizing our most advanced lighting product, Mirtran™, the 2.5 mile tri-oval's precise control of light allows drivers to race safely at 200 mph, while pilots can easily see to land at the neighboring airport.

## Meeting new challenges with the system approach

Developing new possibilities in recreation and sports lighting comes with the territory, and Musco's territory is now truly international.

Applying knowledge gained from lighting sports facilities worldwide, Musco has developed upward lighting for night golfing, installed instant off/on capabilities for dynamic theatrical lighting in sports arenas and developed solutions for eliminating glare off snow for night skiing.



### Ericsson Stadium, Charlotte, North Carolina

When Ericsson Stadium wanted a specially-designed lighting system for the home of one of the newest NFL teams, the Carolina Panthers, they turned to the sports-lighting innovator — Musco. Within a tight construction schedule, Musco built four massive elevated platforms to project the needed television-quality lighting onto the field —designed to include factory-wired and factory-aimed fixtures for installation ease.



### Knights Play Golf Center, Apex, North Carolina

When the developers of Knights Play Golf Center wanted to create the first fully lighted, extended play golf center in the Raleigh area, they turned to Musco for "good neighbor" lighting solutions. The 18-hole par-3 course with a 60-station driving range accommodates more golfers after dark than during the day. Because the center is located within 100 feet of residences, Musco's Level-8™ spill and glare control option was used to keep the light where players need it.



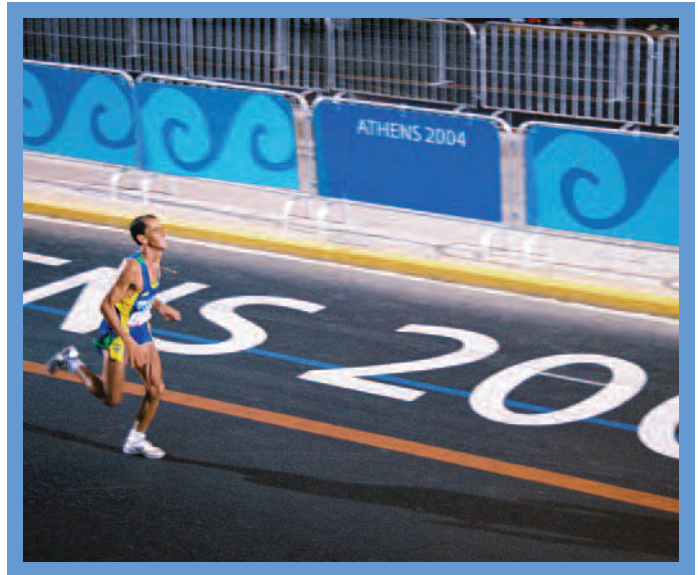


### Disney's Wide World of Sports™ Complex, Orlando, Florida

When Disney needed lighting for over 30 sports at their Wide World of Sports™ complex, they turned to Musco.

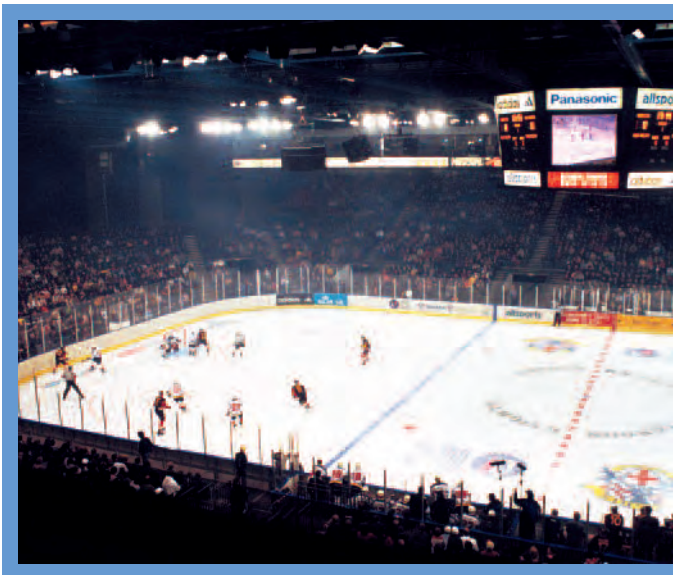
*"Musco's unique system approach and talented sports personnel are instrumental in achieving our lighting goals for the sports facility. Their commitment to ongoing innovation and research make them an ideal partner at our state-of-the-art complex."*

– Phil Lengyel, Vice President, Walt Disney World Business Development



### 2004 Olympic Games, Athens, Greece

When 2004 Olympic planners needed to ensure proper lighting for participants and international broadcasts, they selected Musco to light 15 venues for 27 different events. Within 100 days after the order, Musco made lighting happen in three categories: complete lighting systems, supplements to existing lighting and lighting for specialty areas. The Musco Team also solved lighting needs for the 2000, 1996 and 1984 Olympic Games.



### London Arena, London, England

When team owners wanted to change the face of professional ice hockey in England by adding a theatrical element to the sports event, they turned to the sports lighting specialists — Musco. Musco's ShowLight™ system provided the solution for dramatic special effects while ensuring smooth, glare-free light for the players, spectators and television cameras.



### USTA National Tennis Center, Flushing Meadows-Corona Park, New York City, New York

When the United States Tennis Association, one of the world's premiere tennis organizations, constructed the Arthur Ashe Memorial Stadium and 18 auxiliary courts at the U.S. National Tennis Center, they selected Musco to provide broadcast-quality lighting for the home of the U.S. Open. Musco had already joined the USTA team, having previously provided temporary lighting for international tennis broadcasts and retrofit services of existing lighting systems at the center.



**International Lighting Design Award**

The 1993 Paul Waterbury Award of Excellence for Outdoor Lighting, one of two presented worldwide, was awarded to Musco for innovative design at the Charlotte Motor Speedway.



**Emmy Award**

Musco was awarded an Emmy by the Academy of Television Arts and Sciences for lighting the NCAA football telecasts.



**Academy Award**

The Academy of Motion Picture Arts and Sciences awarded Musco an Academy Award for scientific and engineering achievement in film lighting.



**Little League Baseball® and Softball**

As the Official Sports-Lighting System of Little League Baseball® and Softball, Musco has worked with Little League to develop guidelines for safe, efficient facilities.



**Amateur Softball Association**

As the Official Lighting Supplier of the Amateur Softball Association, Musco partnered with ASA to establish a lighting program that will assist leagues in lighting their facilities to meet ASA lighting guidelines.



**Babe Ruth League, Inc.**

As the Official Lighting Supplier of Babe Ruth League, Inc., Musco joined Babe Ruth to establish lighting standards and help leagues develop facilities that are safe, affordable and fun.



**US Soccer Foundation**

Musco is proud to have been selected as a Corporate Partner for the U.S. Soccer Foundation, an organization dedicated to help meet the growing needs of soccer in the United States.



**National Recreation and Park Association**

As a Major Partner, Musco is helping fulfill the challenge of developing the Ahrens National Recreation and Park Association Institute, a research and education center at the national headquarters for the NRPA.



**Disney's Wide World of Sports™ Complex**

Musco was selected to light Disney's Wide World of Sports™ complex, a state-of-the-art 200-acre complex with facilities for more than 30 sports.



**We Make It Happen.®**

[www.musco.com](http://www.musco.com)

e-mail: [lighting@musco.com](mailto:lighting@musco.com)

100 1st Avenue West / PO Box 808

Oskaloosa, Iowa 52577

641/673-0411 • Fax: 641/672-1996

**800/825-6030**

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B-100-7





# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

### Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 25 years.

### Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

### Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

### Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

### Structural Integrity

Your project has been designed to \_\_\_\_\_.  
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



# Musco Constant 25™

25-Year Product Assurance & Warranty Program

## Project Details

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Owner: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Product(s) Covered: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Expiration: \_\_\_\_\_ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: \_\_\_\_\_ Total Maximum kW per hour: \_\_\_\_\_

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Average Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25-Year Estimated Usage Hours	Maximum Hours of Coverage



# Musco Constant 25™

## 25-Year Product Assurance & Warranty Program

### Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

#### Additional Provisions

- 1. Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

#### 5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
  - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
  - c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
  - d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
  - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
  - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: \_\_\_\_\_

Vice President of Sales



**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

YES or  NO

**2. If yes, do you agree to comply with the following federal requirements?** (Check one)

YES or  NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Musco Sports Lighting, LLC

Name of authorized representative Jim Freie, Regional Sales Manager

Signature of authorized representative 

Date January 15, 2016

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

**Vendor Name:** Musco Sports Lighting, LLC

**Vendor Address:** 100 1st Avenue West, PO Box 808, Oskaloosa, Iowa 52577

**Vendor E-mail Address:** musco.contracts@musco.com

**Vendor Telephone:** 800-745-6025

**Authorized Company Official's Name:** Jim Freie, Regional Sales Manager

**Signature of Company Official:**



**Date:** January 15, 2016

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2 CFR PART 200 Contract Provisions

**Required Federal contract provisions of Federal Regulations for Contracts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

**Appendix II to Part 200**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**2 CFR PART 200**

**These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES JF Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES JF Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**



## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES JP Initial of Authorized Company Official

**Federal Rule (4) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES JP Initial of Authorized Company Official

**Federal Rule (5) 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 CFR Part 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.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES JP Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a



## 2 CFR PART 200 Contract Provisions

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 CFR Part 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.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JP Initial of Authorized Company Official

**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JP Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES JP Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

**2 CFR PART 200 Contract Provisions**

Does vendor certify to the provisions in Federal Rule (9) above? YES JF Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JF Initial of Authorized Company Official

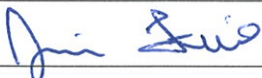
**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES JF Initial of Authorized Company Official

Company Name Musco Sports Lighting, LCC

Print name of authorized representative Jim Freie, Regional Sales Manager

Signature of authorized representative 

Date January 15, 2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.