AEPA Solicitation Audit Checklist

Proposal:	025-A Athletic Field Lighting		
	Vendor(s): Hellas Construction		
Award Date	2/20/25	Contract Number:	025-A
☑	1 Legal Affidavit(s)		
	2 Copy of Solicitation Docum	ents	
lacksquare	3 Copy of Questions & Answe	ers	
NA	4 Copy of Addenda		
	5 Access Report		
	6 Opening Record		
\square	7 Copy of Qualified Vendor R	Responses	
✓	8 Recommendation for New	Contracts	
☑	9 Copy of Signed Contract(s)		

MN Affidavit No. g7pIRh9COnjxOhmg2UaU

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

- 1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a quailified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, August 7, 2024, Wednesday, August 14, 2024
- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331.A06, is as follows: \$25.00 per column inch.
- 5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.



Subscribed in my presence and sworn to before me on this: 08/14/2024

Notary Public Electronically signed and notarized online using the Proof platform.

AEPA #025 - LEGAL NOTICE

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies until:
1:30 p.m. ET, September 17, 2024
Solicitations: 025-A Athletic Field Lighting, 025-B Hardwood & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit AEPA's website at https://aepacoop.org/registration-solicitations/for instructions on how to register at no cost with Bonfire. AEPA documents will be released on August 1, 2024. Note that Vendors must be able to provide their proposed products and services in up to 30 states.

in up to 30 states.
Solicitations will be publicly opened after 1:30 p.m. ET, September 17, 2024 at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOP.org. (Aug. 7 & 14, 2024)

Google ruling may slowly bring changes

solicita

Sealed

to Vendors

Notice

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Section-Page-

57

So

Color

Insertion Number:

Network

Purchasing

Cooperative

A federal judge last week said Google broke the law to kneecap competition in web search in ways that entrenched the company's power. It was the second time in the

It was the second time in the past year that a judge or jury had declared Google an illegal monopoly. The previous time was over how Google runs its Android app store.

The next steps, which involve proposing legal fixes to undo Google's behavior, are essentially about imaging an alternative future in gran alternative future in gran alternative future in

ing an alternative future in which Google isn't Google as

What new ideas could flourish, which new companoursn, which new compa-nies might get off the ground or what products might be cheaper if Google were hand-cuffed from flexing its monop-oly power over search? Here are some changes

that could result. In the end,

Here are some changes that could result. In the end, though, not much may really change. That's what happened after Google was found to have broken the European Union's antimonopoly laws.

The U.S. government must now propose to Judge Amit Mehta ways to restrain Google's actions to fix its monopoly. It could take years to resolve. In the app store case, a judge will soon decide how Google must change its illegal status quo.

Google said it plans to appeal Monday's ruling and is "focused on making products that people find helpful and easy to use." A spokesman for Google declined to discuss speculation about what happens next.

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A search engine without ads? Imagine a Google-quality search engine but without ads

or one tailored to children,

news junkies or Lego fans.

It's possible that Google could be forced to let other

It's possible that Google could be forced to let other companies access its search technology or its essential data to create search engines with the technical chops of Google. What results could be more specialized choices.

You might imagine that a company takes Google's secret sauce and tweaks it to make a kid-friendly search engine, suggested Matt Stoller, direct of research at the American Economic Liberties Project and a frequent critic of Big Techpower. Another company could prioritize websites that look out for your privacy. Another might show searches in a visual-first way.

"We're going to see the innovation of mankind come out;" Stoller said.

Letting a thousand Google-

Letting a thousand Google



JASON HENRY • New York Time.
The U.S. government must now propose to Judge Amit Mehta ways to restrain Google's actions to fix its monopoly. It could take years to resolve.

Could Google break up? It seems unlikely, but the government could ask the judge to split Google into parts to fix its illegal monopoly power. In this scenario, the Chrome browser might

be its own company and

search and Android, for

example.

so might Google

probably the idea that Google critics have embraced the most. But even if the govern-ment asks for it and Mehta

agrees, it might not work. There have been, and are, other search engines, includ-ing Microsoft's Bing, the pri-vacy-focused DuckDuckGo and Neeva, started by a former senior Google executive. DuckDuckGo and Bing are nowhere near as popular or as lucrative as Google. Neeva was little used and shut down this year.

Apple could create a search engine Google pays Apple many billions of dollars a year — \$20 billion in 2022 — to make Google the standard way to search the web on Apple's Safari browser.

That arrangement gives Google access to valuable searches from Apple device owners, and it guarantees Apple gobs of money.

Megan Gray, an antitrust law specialist with Craymatters Law & Policy and a critic of Google's power, said the judge could significantly change or end Google's hower, said the judge could significantly change or end Google's deals with Apple and companies that put Google search frontthat put Google search front-and-center on Android phones

and web browsers.

The likeliest scenario is you'd need to pick whether to use Google on your iPhone or something else. But tech-nologists and stock analysts have also speculated for years that Apple could make its own search engine. It would be like when Apple started Apple Maps as an alternative to Google Maps. Apple didn't respond to a

request for comment.

Could advertising

Could advertising become less expensive?

Mehta said Google has the power to charge artificially high prices for the text ads you might see when you search for terms like "auto insurance quotes Minneapolis."

In theory, if alternative search engines become popular, there would be more competition and lower prices for the insurance providers and other companies trying to grab your attention when you search. Could privacy
be strengthened?
Jason Kint, chief executive
of online news lobbying group
Digital Content Next, said
Google's multiple products
should no longer be allowed to
co-mingle information about
what you do. It would essentially be a divorce of Google's
products without breaking the
company up.

search.

And again, in theory, if they pay less for advertising, car insurance and other products you buy could be cheaper.

break up?
This one seems unlikely,

PUBLIC

Electrical Contractor - https://onedrive.live.com/ onedrive.live.com/ gauthkey=%21ADHvH1UN8bmMUz g&id=F07928DE1B5E66B7%2149411 &cid=F07928DE1B5E66B7%2149411 &cid=F07928DE1B5E66B7%2149411

ETC Systems Integrator - https://onedrive.live.com/

ests.

If Google had less information, it could be better for your privacy, and it might help other companies that don't have Google's wealth of data

Chrome would not feed into one giant Google repository about your activities and inter-

Could Android

porations such as Standard Oil and AT&T have been forced to split up in past illegal-monop-oly rulings, the component companies were liberated to come up with clever ideas that didn't have a chance inside the

Could Android app store change?

The judge in the other Google monopoly case has seemed receptive to loosening the company's absolute power over apps.

That might mean that you would be able to buy an Amazon Kindle e-book from its Android app, which you can't do now. Games such as "Fortnite" that have been absent from Android phones might be available, too.

In a recent court hearing, the judge also seemed open to cutting the fees that Google collects when you buy digital subscriptions, to things like Disney Plus, Match.com or X from Android apps. That could translate into lower prices for things you buy in apps.

CLASSIFIEDS + NOTICES

products without pleaking the company up.

That could mean, for exam-ple, that whatever you did on your Android phone or the websites you visit using

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Google search and Android,

for example. Stoller said that when cor-

porations such as Standard Oil

giant corporation.

STARTRIBUNE.COM/CLASSIFIEDS •612.673.7000 • 800.927.9233

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Da-kota, and South Dakota until for RFP #25.2 - Instructional Materials

o n e d r i v e . l i v e . c o m / ?authkey=%21AObbzcsLvXjoVY0& id=F07928DE1B5E66B7%2149413&ci d=F07928DE1B5E66B7&parld=root &parQt=sharedby&o=OneUp

Proposals for Bids

Notice to Vendors Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies until:

cational Purchasing Agencies
state Member Agencies until:
130 pm. ET, September 17, 2024
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solicitations: QS-A Athietic Field
synthetic Flooring, QS-C Copiers,
Multi-function Print Devices, Printformation of the Copiers of the Copiers
of Roofing & Related Services, QSPortable & Modular Classrooms,
Copiersecurity 8, Trailing, QSEportable & Modular Classrooms,
All responses shall be submitted
online via Bonfrie by the due date
control of the Copiers of the Copiers
Agency of the Copiers of the Copiers
and Proposed Trailing of the Copiers
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Notice to Vendors
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Educational Purchasing Agencies State Member Agencies until:
1:30 p.m. ET, September 17, 2023.
State Member Agencies until:
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Solicitations: USA Athletic Fieldthetic Flooring, 0:55-C Copiers, MultHunciop Print, & Managed MiltHunciop Print, & Managed MiltHunciop Print, & Managed MilHunciop Print, & Managed MilHunciop Print, & Managed MilSeptember Security Solution Security
Solution Security Solution Security
Cybersecurity & Training, 0:25-G
Portable & Modeur Classrooms of Portable & Modeur Classrooms and time listed above. Vendors are
AEPA's website at the Security Solution of Portable Allowed Security Solutions on how to register at no
portable Allowed Security Solutions on how to register at no
Bonfire. AEPA documents, willibe released on August 1, 2024, Note that Vendors must be able to proproducts and services in up to 30 solicitations will be publicly

try Service Cooperative, 1001 E Mt Faith, Fer-gus Falls, MN 56537. An opening record will be posted to AEPACOOF

Our data is not safe. Resist when you can.

SINGLETARY from D1

As part of the sign-up pro-cess, I was required to provide birthday information. Howbirthday information. How-ever, I mistakenly reversed the numbers for month and day. Spotting my error min-utes after registering, I tried to correct my profile, but Qatar's system wouldn't allow it. I couldn't get help on the air-line's site, so I sent a message via X to @qatarsupport, which promised 24/7 customer sup-port.

promised 24// customer sup-port.

In a direct message, I was instructed that I would have to upload two identification documents, such as a pass-port, birth certificate or driv-er's license.

Wait, what?

I didn't have to provide documentation when setting up the account.

up the account.

Immediately, I became concerned. How many people have access to the data? Where is it stored? How secure

is Qatar's system? After several attempts, I couldn't get direct answers from Qatar through an emailed media request, so I reviewed

the airline writes it "has taken adequate safeguards to ensure the confidentiality and security of your personal data."

I know I cannot win in the race to protect my data. It has been repeatedly exposed, But every act of defiance, however small, is worth a victory lap.

event unauthorized access it has "put in place physical, technical and administrative measures to safeguard" my This assurance did not com-

This assurance did not comfort me after reading the following cawet: "Although we use reasonable efforts to protect your personal data, we cannot guarantee the security of your personal data transmitted to our website or mobile apps via the internet or similar connection."

Our data is not safe.

In 2013, Target's computer system was breached, allowing criminals to access to steal credit and debit card information from as many as 40 mill-

tion from as many as 40 mil-lion consumers. An additional 70 million customers had their names, phone numbers and email addresses compromised. This incident affected my

personal information. Almost seven years ago, Equifax announced a massive breach had exposed the per-sonal information of about 147 million people. At the time, the company said hackers exploited a "website application vulnerability."

People's names, Social Security numbers, birth dates, addresses and, in some instances, driver's license futile.

numbers, credit card numbers and other personal informa-tion were stolen, putting mil-lions of folks at risk of identity theft and other fraudulent

ctivity.
Equifax notified me that my

Equifax notified me that my data was compromised. Every time there's a data breach, the companies involved tell their customers that they deeply regret the inconvenience it might cause. They pledge to enhance security procedures. However, gaps in data protection continue to lead to stolen data. And, to be fair to the companies, con artists and hackers work full time, sometimes with the help of foreign governents, to outsmart corporate

ments, to outsmart corporate

security systems. So, I will not be uploading my driver's license, birth cer-tificate or passport to Qatar's website for its travel rewards program. I found a work-I deleted the one account

with the wrong information and created a new one. I know I cannot win in the race to protect my data. It has

been repeatedly exposed.

But every act of defiance,
however small, is worth a vic-

tory lap.

Resistance isn't always

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Mineapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

- 1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Dates of Publication		<u>Advertiser</u>	Account #	Order #
StarTribune	08/05/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494591
StarTribune	08/12/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494591

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$459.20
- 5. <u>Mortgage Foreclosure Notices</u>. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.	
Terrí Swanson	
Subscribed and sworn to before me on:	08/12/2024
DIANE E RAK KLESZYK Notary Public Minnesota My Commission Expires, January 31, 2027	

Notary Public



PO Box 630567 Cincinnati, OH 45263-0567

AFFIDAVIT OF PUBLICATION

Cooperative Purchase, Lori Mittelstadt Lakes Country Service Cooperative 1001 E Mount Faith AVE Fergus Falls MN 56537-2375

STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

08/05/2024, 08/12/2024

and that the fees charged are legal. Sworn to and subscribed before on 08/12/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$37.56

Tax Amount:

\$0.00

Payment Cost:

\$37.56

Order No:

10429535

of Copies:

Customer No:

1248830

0

PO #:

LABD0137287

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS Notary Public State of Wisconsin

AEPA 025

Notice to Vendors Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies until:

1:30 p.m. ET, September 17, 2024

Solicitations: 025-A Athletic Field Lighting, 025-B Hardwood & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms

AIIshall responses be submitted online via Bonfire by the due date and time listed above. Vendors requested to visit AEPA's website at https:// aepacoop.org/registrationsolicitations/ for instructions on how to register at no cost with Bonfire, AEPA documents will be released on August 1, 2024. Note that Vendors must be able to provide their proposed products and services in up to 30 states.

Solicitations will be publicly opened after 1:30 p.m. ET, September 17, 2024 at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPA-COOP.org.

Published August 5, 12 2024, at the total approximate cost of "37.56 and may be viewed free of charge at www.sdpublicnotices.com LABD0137287

ND Affidavit No. FRv93dDHvIPN7hfg3y6Z

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

- 1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
- 2. The newspaper listed on the exhibit published the advertisement of: *ND Bids/Proposals Notice;* (2) time: Wednesday, August 7, 2024, Wednesday, August 14, 2024, as required by law or ordinance.
- 3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

(Signed) Prade Moore

nicole Burkholder

VERIFICATION

State of Pennsylvania County of Lancaster Commonwealth of Pennsylvania - Notary Seal Nicole Burkholder, Notary Public Lancaster County My commission expires March 30, 2027

My commission expires March 30, 202 Commission Number 1342120 AEPA #025 - LEGAL NOTICE

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Playgrounds & Equipment

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Subscribed in my presence and sworn to before me on this: 08/14/2024

Notarized remotely online using communication technology via Proof.



AFFIDAVIT OF PUBLICATION

See Proof on Next Page

State of Texas, County of Bexar, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

PUBLICATION DATES:

Aug. 5, 2024, Aug. 12, 2024

NOTICE ID: Vn8oB8wl6p2jnHApaP8M PUBLISHER ID: COL-ND-0385

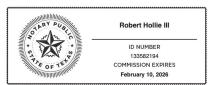
NOTICE NAME: AEPA 25 ND Bismarck Tribune

Publication Fee: \$165.60

(Signed) Hayder Lipsky

VERIFICATION

State of Texas County of Bexar



Subscribed in my presence and sworn to before me on this: 08/13/2024

PH

Notary Public

Electronically signed and notarized online using the Proof platform.

AEPA 25

AEPA #025 - LEGAL NOTICE

Notice to Vendors

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Section-Page-

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Insertion Number:

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0000494592-01

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Letting a thousand Google-

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JASON HENRY • New York Time.
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company up.

search.

And again, in theory, if they pay less for advertising, car insurance and other products you buy could be cheaper.

break up? This one seems unlikely,

NOTICES

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Proposals must be uploaded to Public Purchase before 1:00 p.m. CT on Tuesday, September 17, 2024, and late proposals will not be considered.

Public Notice
The Ordway Center for the Performing Arts in St. Paul, MN is soliciting RPFs for an Electrical Contractor and an ETC Theatrical rehovation and upgrade of the Ordway Music Theater Lighting Institutions and Artium Lighting the RPF by email to alutt@ordway. The Contractor of the Contracto

ETC Systems Integrator - https:// onedrive.live.com/ ?authkey=%21AObbzcstvXjoVYO& id=F0792BDE1B5E66F7%2149413&ci d=F07928DE1B5E66F7%parid=root &parQt=sharedby&-OneUp

Chrome would not feed into one giant Google repository about your activities and inter-

ests.

If Google had less information, it could be better for your privacy, and it might help other companies that don't have Google's wealth of data

Could Android

porations such as Standard Oil and AT&T have been forced to split up in past illegal-monop-oly rulings, the component companies were liberated to come up with clever ideas that didn't have a chance inside the

Could Android app store change?

The judge in the other Google monopoly case has seemed receptive to loosening the company's absolute power over apps.

That might mean that you would be able to buy an Amazon Kindle e-book from its Android app, which you can't do now. Games such as "Fortnite" that have been absent from Android phones might be available, too.

In a recent court hearing, the judge also seemed open to cutting the fees that Google collects when you buy digital subscriptions, to things like Disney Plus, Match.com or X from Android apps. That could translate into lower prices for things you buy in apps.

CLASSIFIEDS + PUBLIC

but the government could ask the judge to split Google into parts to fix its illegal monop-oly power. In this scenario, the Chrome browser might be its

own company and so might

Google search and Android,

for example. Stoller said that when cor-

porations such as Standard Oil

giant corporation.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Da-ker #230 - South Colonial Materials and Classroom Supplies.

Legal Notices

Electrical Contractor - https://onedrive.live.com/ onedrive.live.com/ gauthkey=%21ADHvH1UN8bmMUz g&id=F07928DE1B5E66B7%2149411 &cid=F07928DE1B5E66B7%2149411 &cid=F07928DE1B5E66B7%2149411

Proposals for Bids

Notice to Vendors Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies until:

cational Purchasing Agencies
state Member Agencies until:
130 pm. ET, September 17, 2024
state Member Agencies until:
130 pm. ET, September 17, 2024
solicitations: QS-A Athietic Field
synthetic Flooring, QS-C Copiers,
Multi-function Print Devices, Printformation of the Copiers of the Copiers
of Roofing & Related Services, QSPortable & Modular Classrooms,
DE Copiers (Carty & Trailing, QSEportable & Modular Classrooms,
All responses shall be submitted
online via Bonfrie by the due date
control of the Copiers of the Copiers
All responses shall be submitted
online via Bonfrie by the due date
control of the Copiers
of the Copiers
All responses shall be submitted
online via Bonfrie by the due date
control of the Copiers
of the Copi

Notice to Vendors Educational Purchasing Agencies State Member Agencies until:
1:30 p.m. ET, September 17, 2023.
State Member Agencies until:
1:30 p.m. ET, September 17, 2024.
Solicitations: USA Athletic Fieldthetic Flooring, 0:55-C Copiers, MultHunciop Print, & Managed MiltHunciop Print, & Managed MiltHunciop Print, & Managed MilHunciop Print, & Managed MilHunciop Print, & Managed MilSeptember Security Solution Security
Solution Security Solution Security
Cybersecurity & Training, 0:25-G
Portable & Modeur Classrooms of Portable & Modeur Classrooms and time listed above. Vendors are
AEPA's website at the Security Solution of Portable Allowed Security Solutions on how to register at no
portable Allowed Security Solutions on how to register at no
Bonfire. AEPA documents, willibe released on August 1, 2024, Note that Vendors must be able to proproducts and services in up to 30 solicitations will be publicly

try Service Cooperative, 1001 E Mt Faith, Fer-gus Falls, MN 56537. An opening record will be posted to AEPACOOF

Our data is not safe. Resist when you can.

SINGLETARY from D1

As part of the sign-up pro-cess, I was required to provide birthday information. Howbirthday information. How-ever, I mistakenly reversed the numbers for month and day. Spotting my error min-utes after registering, I tried to correct my profile, but Qatar's system wouldn't allow it. I couldn't get help on the air-line's site, so I sent a message via X to @qatarsupport, which promised 24/7 customer sup-port.

promised 24// customer sup-port.

In a direct message, I was instructed that I would have to upload two identification documents, such as a pass-port, birth certificate or driv-er's license.

Wait, what?

I didn't have to provide documentation when setting up the account.

up the account.

Immediately, I became concerned. How many people have access to the data? Where is it stored? How secure

is Qatar's system? After several attempts, I couldn't get direct answers from Qatar through an emailed media request, so I reviewed

the airline writes it "has taken adequate safeguards to ensure the confidentiality and security of your personal data."

I know I cannot win in the race to protect my data. It has been repeatedly exposed, But every act of defiance, however small, is worth a victory lap.

event unauthorized access it has "put in place physical, technical and administrative measures to safeguard" my This assurance did not com-

This assurance did not comfort me after reading the fol-lowing caset: "Although we use reasonable efforts to pro-tect your personal data, we cannot guarantee the security of your personal data transmit-ted to our website or mobile apps via the internet or similar connection."

Our data is not safe.

In 2013, Target's computer system was breached, allow-ing criminals to access to steal credit and debit card informa-tion from as many as 40 mil.

tion from as many as 40 mil-lion consumers. An additional 70 million customers had their names, phone numbers and email addresses compromised. This incident affected my

personal information. Almost seven years ago, Equifax announced a massive breach had exposed the per-sonal information of about 147 million people. At the time, the company said hackers exploited a "website applica-

tion vulnerability." People's names, Social Security numbers, birth dates, addresses and, in some instances, driver's license futile.

numbers, credit card numbers and other personal informa-tion were stolen, putting mil-lions of folks at risk of identity theft and other fraudulent

ctivity. Equifax notified me that my

Equifax notified me that my data was compromised. Every time there's a data breach, the companies involved tell their customers that they deeply regret the inconvenience it might cause. They pledge to enhance security procedures. However, gaps in data protection continue to lead to stolen data. And, to be fair to the companies, con artists and hackers work full time, sometimes with the help of foreign governents, to outsmart corporate

ments, to outsmart corporate

security systems. So, I will not be uploading my driver's license, birth cer-tificate or passport to Qatar's website for its travel rewards program. I found a work I deleted the one account

with the wrong information and created a new one. I know I cannot win in the race to protect my data. It has

been repeatedly exposed.

But every act of defiance,
however small, is worth a vic-

tory lap.

Resistance isn't always

on your the websites

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Mineapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

- 1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Dates of Publication		<u>Advertiser</u>	Account #	Order #
StarTribune	08/05/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494592
StarTribune	08/12/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494592

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$436.80
- 5. <u>Mortgage Foreclosure Notices</u>. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.	
Terrí Swanson	
Subscribed and sworn to before me on:	08/12/2024
DIANE E RAK KLESZYK Notary Public Minnesota My Commission Expires, January 31, 2027	

Notary Public



Invitation for Bid AEPA #025-A ATHLETIC FACILITY LIGHTING

BID SECURITY REQUIRED: [\$25,000]

Part A - Instructions and Specifications

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

September 17, 2024, at 1:30 p.m. ET

Each package consists of multiple parts:

Part A – Instructions and Specifications

Part B - AEPA General Terms and Conditions

Part C - Member Agency (State) Terms and Conditions

Part D – Questionnaire

Part E - Signature Forms

Part F - Discount & Pricing Workbook

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire at https://aepacoop.org/registration-solicitations/.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 30 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

Solicitations will be opened online on September 17, 2024, at 1:30 p.m. ET.

Bid & Contract Timeline:

August 1, 2024	Release of IFBs/RFP via Bonfire
August 19, 2024	Voluntary Pre-Bid Conference Call
August 30, 2024	Deadline for questions from Respondents
September 17, 2024	Deadline for Submittals and Reading via Bonfire
September 19, 2024	Opening Record posted on the AEPA website, www.aepacoop.org
December 2-4, 2024	AEPA Approval of Offers
After December 4, 2024	Bidders submit required documentation to AEPA Agencies
	Initial contract term—See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Excel) of all files requested along with current pricing via Bonfire, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Bonfire (https://aepacoop.org/registration-solicitations/). Instructions on registering for AEPA solicitations on Bonfire can be found on the AEPA website, www.aepacoop.org. Responses deemed complete at opening will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Bidders or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the solicitation, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the solicitation, open each response, evaluate, and select). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own solicitation, a cooperatively solicited contract may not be attractive to these members. We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Bidders and in accordance with their state laws.

B. Ouestions

All questions from Respondents must be submitted online through Bonfire, <u>AEPA will not accept questions in any other format during the solicitation process</u>. All questions received during the solicitation process will be available via Bonfire. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Bonfire for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue addenda during the solicitation process, all Respondents will be automatically notified through email of the released addenda. AEPA is not responsible for Respondents not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.

Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Technical Specifications of the category being solicited. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services, or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

<u>If required as noted at the top of this Part</u>, bids or proposals must be accompanied by a satisfactory security bond. Please note that not all AEPA Bid categories require a security bond.

If a security bond is required, a <u>hard copy of the bid security must be in the possession of AEPA on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 <u>in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.</u></u>

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

a. The solicitation is published in multiple parts.

- i. Part A contains the solicitation instructions, and the technical specifications.
- ii. Part B is the general terms and conditions for all AEPA agencies.
- iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
- iv. Part D is a required Questionnaire found and completed in Bonfire.
- v. Parts E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.
- b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.
- c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.
- d. In case of an error in extension of prices in the solicitation, unit prices must govern.
- e. Periods of time stated as a number of days must be in calendar days, not business days.
- It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
- 2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
 - a. Part C Member Agency (State) Terms and Conditions: Some states require additional documentation and signature forms. Review

- Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
- b. **Part D Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.
- c. **Part E Signature Forms**: Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- d. **Part F Discount & Pricing Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
- **3. Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product.

4. Solicitation Transmittal

- a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
- b. If a security bond is required (noted a the top of Part A), a hard copy of the security must be in the actual possession of, on or before, the exact due date and time and a copy must be submitted via Bonfire. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
- c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.
- d. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted on the AEPA website.
- F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member

Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

For IFB categories, approval of prospective Bidders and recommendation of contracts will be made to the <u>lowest responsive and responsible</u> Respondent utilizing the criteria listed in this solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

- 1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - a. Submitted on time.
 - b. Materially satisfy all mandatory requirements identified throughout the solicitation.
 - c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.
 - d. Any deviation from requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
 - e. Deviations or exceptions stipulated in response may result in the offer being classified as non- responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
 - In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to written narratives. provide responses, requested and documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, maintenance: support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
- 2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated

documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.

3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- a. Submitted a responsive offer;
- b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
- c. A demonstrated and documented satisfactory track record of performance in the national marketplace;
- d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation:
- f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

- a. Cost and price schedules conform to and provide the information required in this part of the bid or proposal;
- b. Pricing offered that is <u>equal to or better than</u> what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;

- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Bidders and award contracts;
 - i. <u>Line-Item/Construction Bid</u>: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
 - ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
 - iii. <u>Proposal</u>: Identified weighted criteria for evaluation, including pricing, published in this part of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Bidder" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 30) who had indicated an interest in participating and sending them Part E Signature Forms with the contract for each state to complete. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to.

The approved Bidder and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-specific details of contract implementation including:

- 1. Acquiring additional information and having discussions on how the awarded contract will be executed.
- 2. Signing the contract with the AEPA Member Agency.

- 3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
- 4. Establish how orders will be processed, handled, and reported.
- 5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Bidders. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities of a Bidder

- A. As an approved AEPA Bidder, the following is expected in support of the contract:
 - Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
 - 2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Bidders will lead with AEPA contracts.
 - 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
 - 4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Bidder's local sales representatives to market within each state.
 - 5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
 - 6. Report sales and administrative fees by participating state if requested by AEPA.
 - 7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
 - 8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving and has historically been held in conjunction with the Association of Educational Service Agencies (AESA) annual conference. At the Annual Meeting, Bidders participate in a round table meeting with each of the AEPA Member Agencies. Bidders that have paid the registration fees can participate in the meetings.
 - 9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).

10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Bidder and respective contract, each AEPA Member Agency should provide the following support:
 - 1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 - 2. Provide a staff member to work collaboratively with the Bidder to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 - 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 - 4. Assist the Bidder to jointly market the contract to potential Participating Entities within the state.
 - 5. Work with the Bidder to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 - 6. Work with the Bidder to identify and help manage costs associated with fulfilling this contract.
 - 7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Bidders.

IV. Category Specifications

Scope of Bid

AEPA is seeking qualified, experienced manufacturers, providers, or suppliers who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment, and labor to all participating member states (up to 30) in the category of Athletic Facility Lighting.

- a. Respond to requests from several different types of educational, governmental, and public institutions seeking athletic, recreational, activity, and general public event facility indoor and outdoor lighting solutions.
- b. Ability to provide a turnkey indoor/outdoor facility light solution that includes all facets of a project (i.e. consultation, design, product, installation, service).
- c. Ability to provide indoor/outdoor facility lighting evaluation, troubleshooting, maintenance, repair, and adjusting products and services for existing lighting systems.
- d. Ability to provide indoor/outdoor facility lighting products (i.e. suppliers, materials, wiring, fixtures, poles, controls, equipment, accessories, etc.) and if requested consulting services (i.e. system design/configuration, engineering, and technical support). No physical construction

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services can be provided under this lot; materials and services only.

AEPA reserves the right to make recommendations for multiple awards or an individual award. AEPA reserves the right to accept or reject offeror responses that do not demonstrate they possess the qualifications, capabilities, available resources, products, and/or services to meet minimum requirements.

AEPA and its Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of Athletic Lighting products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on one of the areas listed above.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available.

1. Type of Bid

AEPA requests Bidders to submit <u>primary</u> pricing in the form of either "catalog pricing," or "line-item pricing." This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part B – General Terms and Conditions under "Pricing."

This bid is considered a:

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YES	NO	TYPE OF BID				
X		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.				
X		LINE ITEM/CONSTRUCTION: A construction/installation line item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Bidder specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.				

3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
California	YES	AZ, NV
Colorado	YES	
Connecticut	YES	ME, NH, NY, RI, VT
Florida	YES	AL
Georgia	YES	
Illinois	No	

Indiana	YES	
Iowa	No	
Kansas	YES	OK
Kentucky	YES	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	YES	
Minnesota	YES	SD
Missouri	YES	AR, LA, SD
Montana	YES	ID
Nebraska	YES	
New Jersey	Undecided	
New Mexico	YES	
North Carolina	YES	
North Dakota	YES	SD
Ohio	YES	
Oregon	YES	
Pennsylvania	NO	DE, HI, MD, NY
South Carolina	YES	NC
Texas	YES	
Virginia	Undecided	
Washington	YES	AK, ID
West Virginia	YES	
Wisconsin	YES	
Wyoming	YES	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Bidder. Each AEPA Member Agency will make that determination after reviewing Bidder responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

Athletic Facility Lighting is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate over 10 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume. The successful Bidder's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All IFB Categories)

Solicitations	Date	Eastern	Central	Mountain	Pacific
AEPA 025 Voluntary Pre-Bid	Mon Aug 19	12:00 PM	11:00 AM	10:00 AM	9:00 AM
Conference Call - All IFB	2024				
Categories					

Conference Call Meeting Link:

https://uso2web.zoom.us/j/88621697023?pwd=AGHgswRvMvp8CAwWcckRO6xwhUs7fo.1

Meeting ID: 886 2169 7023

Passcode: TJTB5A

Dial In Information

• +1 929 436 2866 US (New York)

• +1 301 715 8592 US (Washington DC)

Meeting ID: 886 2169 7023

Passcode: 831780

6. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up to date as of the date of the contract documents.

- a. AAU Amateur Athletic Union, www.aauathletics.org
- b. ADA Americans with Disabilities Act, www.access-board.gov
- c. **ADAAG** Americans with Disabilities Act Architectural Guidelines, www.access-board.gov
- d. ANSI American National Standards Institute, www.ansi.org
- e. ASBA American Sports Builders Association, www.sportsbuilders.org
- f. ASTM American Society for Testing and Materials International, www.astm.org
- g. **BICSI** Building Industry Consulting Service International, Inc.
- h. ISO International Organization for Standardization www.iso.ch
- i. NCAA National Collegiate Athletic Association (The), www.ncaa.org
- j. NFSHSA National Federation of State High School Associations, www.nfhs.org
- k. **NEMA** National Electrical Manufacturers Association, www.nema.org
- l. **OSHA** Occupational Safety and Health Administration, www.osha.gov

7. Special Terms and Conditions

Item	Description
	The bidder shall be a nationally recognized manufacturer, provider, and supplier specializing in
	indoor and outdoor athletic facility lighting solutions.

7.1.2.	The bidder shall have a working knowledge, understanding, and ability in dealing and working with various indoor and outdoor lighting technologies that are currently available. Bidder must be knowledgeable of their unique design, configurations, structure, operational attributes and characteristics, and application of various athletic facilities and venues.
7.1.3.	The bidder shall have experience and a proven track record in providing, installing, servicing, and supporting the lighting products/systems/solutions proposed in response to this solicitation nationwide (indicated AEPA states) as specified herein.
7.1.4.	The bidder shall provide references of completed projects meeting the following dollar ranges: (1) a project with a total cost between \$25,000 and \$100,000, (2) project with a total cost between \$250,000 and \$500,000, and (3) a project with a total cost exceeding \$500,000. Submit references in Part D — Questionnaire.
7.1.5.	The bidder agrees to and will be solely responsible for researching to ascertain that its solutions offered complies with, meet or exceed all federal, state, local and industry regulations, rules, standards and/or requirements applicable to any project(s) covered by the scope of work of this solicitation.
7.1.6.	The bidder shall only utilize qualified, trained, experienced, and if applicable licensed tradesman to perform all work done under this solicitation.
7.1.7.	The bidder shall ensure that any subcontractor abides by all applicable federal, state, and local laws, codes, regulations, and ordinances governing the products and/or services proposed in response to this solicitation, awarded and rendered under any resulting contract. Must have all required permits, licenses, agreements, tariffs, bonding, and insurance required by the same. No claims for additional payment will be approved for changes required to comply with any such requirements unless submitted as part of a project's cost proposal and approved by the Owner.
7.1.8.	The bidder shall enforce and follow all industry standards unless the individual project contract documents include more stringent requirements, applicable construction, manufacturer/industry standards have the same force and effect as if bound or copied directly into the individual project's contract documents to the extent referenced.
7.1.9.	The bidder shall hold current and maintain in good standing the necessary manufacturer's, industry, federal, state and/or local certifications, licenses, registrations, insurance and/or bonding required to design, engineer, manufacturer, deliver, install, service and support the indoor/outdoor athletic, recreational and public facilities lighting products/systems/solutions offered in response to this solicitation to the indicated AEPA Member states. • The bidder shall ensure compliance with standards in effect as of the date of the individual project's contract documents unless otherwise indicated.
7.1.10.	The bidder shall make themselves aware and knowledgeable of and comply with each state's Procurement Code as they relate to the procurement and acquisition of construction products and services it is proposing to offer in response to this solicitation.
7.1.11.	For any project constructed under this solicitation, the contractor must comply with the ADA 42 USC Section 12101 ET SEQ., and ADAAG as well as the implementing requirements, 28 CFR Part 36, federal register, Vol. 56, No. 144, July 26, 1991, as amended.
7.1.12.	The bidder shall bear all costs associated with preparing quotes/job orders/cost proposals and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
7.1.13.	Any contract between the Member Agency and the bidder shall consist of a detailed scope of work (a description of the work to be performed and the products to be provided by the contractor) and will include all specifications, drawings, contractor's cost proposal, and other project-related documents.

7.1.14. The bidder must provide a complete electronic copy of and/or internet access to product listings/catalogs of all products and services offered with their associated costs. This will enable AEPA Members and its Member Agencies/owner's staff, architect, or general contractor to verify the bidder's project quotes for lighting products and services needed for new construction, renovation, retrofit, or general maintenance and repair. This listing/catalog must provide complete specifications on each product/service.

8. Standard Specifications - Product

Item	Description
8.1.1.	The Bidder will have access to a full inventory of the awarded product line.
8.1.2.	The Bidder shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level.
8.1.3.	All charges and components necessary for the performance of the contract shall be identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
8.1.4.	If the Bidder intends to utilize independent agents/distributors, subcontractors, and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Bidder must identify all providers and any associated costs with these providers.
8.1.5.	Optional services must be identified separately and must include clear descriptions of proposed services.
8.1.6.	Bidders must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.
8.1.7.	Bidders must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s), and any special ordering instructions.
8.1.8.	Packing slips shall accompany all deliveries and shall contain the Buyer's purchase order number, vendor name, and name of the article. Cartons shall be identified by purchase order number and vendor name.
8.1.9.	Orders not filled and partials shall be indicated on the packing list. Bidder shall inform members of the anticipated availability date for unfilled and partial orders.
8.1.10.	All products sold by the Bidder must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold if specifically requested. Bidder may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
8.1.11.	Bidder has the option to offer private label products. Bidder shall maintain the same manufacturer specifications for private label products throughout the term of the contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
8.1.12.	If the Bidder makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Bidder agrees to pay for the cost of any returned product due to a pricing error.

8.1.13.	Bidder shall provide a Safety Data Sheet (SDS) for all items sold if required. A separate sheet shall be provided for each item when a purchase is made.
8.1.14.	Orders that are \$50.00 or more shall include shipping in the total price. Bidder shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States.

9. Product | Category Specific Specifications

Item	Description
9.1.1.	The bidder shall maintain and/or has access to an adequate inventory of indoor/outdoor lighting and electrical supplies, materials, equipment, structures, fixtures, etc., to the manufacturer, provide, install, configure, service and support the products/ systems/solutions offered in response to this solicitation and complies with its requirements.
9.1.2.	Upon request by an AEPA Member's local member agency/owner, the contractor shall schedule a scoping meeting with the owner to ascertain and develop a comprehensive and complete understanding of the scope of work being requested by the owner. The contractor shall conduct and perform a site visit and review the potential site or existing facility with the owner to discuss potential lighting products and services options that it has to offer.
9.1.3.	All lighting and lighting system devices offered shall be in direct accordance with the following codes and standards, as applicable to the device: National Electrical Code (NEC), American National Standards Institute (ANSI), American Society of Testing Materials (ASTM), Electronic Industries Association (EIA), Federal Communications Commission (FCC), Institute of Electrical and Electronics Engineers (IEEE), ISO/OSI, Building Industry Consulting Service International, Inc. (BICSI) and Underwriters Laboratories (UL).
9.1.4.	All equipment and materials must be new, unused and UL or CSA listed for the purpose intended. All electronics (fixtures included) shall be designed for continuous use without degradation of function or performance. When practical, one manufacturer shall be used to assure the compatibility of the project. All equipment offered on this contract will be from manufacturers regularly engaged in offering and rendering energy-efficient indoor and outdoor athletic, recreational and public facility lighting and shall be the latest designs standard at the time of delivery. Only UL or CSA-classified materials and equipment will be placed on contract and shall comply with the applicable standards of ANSI, ASTM, NEMA, NFPA, UFC, NEC, EIA/TIA, and other specified standards. No equipment or materials will be substituted for equipment in this contract without approval by AEPA Member and/or its member agency at least thirty (30) days prior to the start of any work. Proof of "as equal or better" status must be provided showing that the substituted equipment or material is, in fact, equal in features, functions, performance, and quality to the approved equipment or materials. The cost of substituted equipment must be the same or lower. AEPA Members and/or its Member Agency reserve the right to reject substitutions.
9.1.5.	All indoor and outdoor lighting system/solution components and their installation methods shall be designed, engineered, and manufactured for use on and within the various facilities and applications covered by this solicitation's scope of work. The materials proposed for an individual lighting project shall be able to withstand full climatic exposure and/or environmental conditions found in the various AEPA Member States, be resistant to rot, rust, moisture, ultra-violet light and heat degradation, fade, crack or wear during the required and stipulated life cycle stated under normal use and intended purpose as communicated in the project's contract documents.
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9.1.6.	The bidder and/or its subcontractors are responsible for ensuring that any of the proposed and/or performed project's, as a result of this solicitation, clearly indicate, identify and communicate the products, services and/or testing before, during and after the project, the components and installation of lighting systems are in accordance and compliance with applicable ASBA, AAU, NCAA, NFHSA, NEMA, UL, CSA, NEC, NECA/IESNA, and local jurisdictions' codes and requirements.
9.1.7.	If the bidder is providing only the lighting fixtures and mounting hardware, the bidder must consult with and provide the owner with installation and construction plans and drawings, requirements and recommendations for the site preparation, and ensure that project plans/drawings are stamped by an engineer or architect licensed in the state of the facility owner.
9.1.8.	If any part of the design or construction work is to be performed by the facility owner's crews, owner's architect and/or a third party contractor not associated with the bidder, prior to shipping the products and/or taking possession of the project site or proceeding with its work, the bidder must provide the owner with a signed affidavit stating that it has reviewed all applicable project documents and/or inspected and has accepted all specifications, project requirements and current site conditions and any site prep and work completed as meeting and/or exceeding its, the manufacturers, industry and governmental standards and requirements. If the work is not acceptable, the bidder must notify the owner immediately in writing, stating what is not acceptable and how the determination was made.
9.1.9.	All equipment, tools, and machines used in the performance of construction services by either the bidder or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
9.1.10.	The bidder will instruct subcontractors to complete their investigation, assessment, and careful examination of all elements of a project before it submits a quote or proposal to provide construction products and/or perform construction services for the project. The subcontractor will promptly notify the contractor if it finds any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other documents associated with the project. The contractor will immediately issue written notification to the AEPA Member and its Member Agencies representative. The involved parties' representatives will jointly work with each other to resolve the concerns or issues raised and issue written instructions to the contractor on how the matters raised are to be handled. The contractor will be responsible for ensuring the subcontractor is aware of and incorporates any modifications into its quote/proposal. The AEPA Member and its Member Agencies representative will not be responsible for communicating instructions and/or information to subcontractors.
9.1.11.	The contractor will not use materials, equipment, and/or structures that exist on and/or removed from the project site or other sites except as required by the project's contract documents and/or approved by the owner.
9.1.12.	The bidder understands and agrees that it will offer and accept only projects in which they have their due diligence in assessing, evaluation exploring and determining existing site conditions, the level, quality and appropriateness of the lighting construction products and services being requested, and whether or not the project, as requested, allows the contractor to comply with all applicable laws, regulations, codes, manufacturer specifications/instructions, and industry standards. During the contractor's due diligence and/or completion of the project, concern or issue arises, the contractor must immediately notify the AEPA Member and/or its Member Agency representative in writing, so that it can be corrected or properly addressed.

9.1.13.	The bidder will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the AEPA Member or its Member and the contractor. Site preparation may include but not limited to, moving or relocating equipment, grading, soil testing, clearing and securing the site, installation and relocation of utilities, and any other task as identified by AEPA Member or its Member Agency.
9.1.14.	When building permits are required by an AEPA member state or local jurisdiction, it is the Contractor's responsibility to submit for and secure all required building permits for the lighting products and construction services offered/rendered, unless otherwise specified in the project's contract documents between the AEPA member Agency and the contractor.
9.1.15.	All work will comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work result in a violation of a code or result in an unsafe condition, the contractor must inform AEPA Member and/or its Member Agencies representative of the situation. The contractor will not construct any sub- assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety, or building codes or safety standard.
9.1.16.	During all phases of a project, the contractor will have a qualified and experienced foreman, supervisor, and/or superintendent in the area of construction being performed, and in charge of and full control of the products being provided, worksite and all construction activities being performed on the project. The individual assigned must be knowledgeable, qualified, and aware of all aspects, specifications, and requirements of the project and provide continuous supervision, coordination, communication, and inspections to assure quality control standards and the project's outcomes are met.
9.1.17.	If required the cost for temporary utility services (electrical, etc.) is part of/utilized during the construction process, such costs will be identified and agreed upon in writing by the owner and contractor. Utility services (electrical, water, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the owner on written agreement specifically stating for what contractor's utilities it will be responsible. Copies of such agreements shall be part of the project contract documents and provided prior to any purchase order being issued.
9.1.18.	Products used in the construction will be stored following the manufacturer's instruction, with seals and labels intact and legible. Any materials stored outdoors will be protected from the weather (including rain, sleet, hail, wind, sun, and snow) by being covered with impervious sheets, but with ventilation to avoid condensation.
9.1.19.	By accepting the Member's notice/order to proceed and executing the construction process, the Contractor acknowledges that it has visited the site, is familiar with the current conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents and the product specifications requested.
9.1.20.	The contractor shall hold AEPA Member and its Member Agencies harmless from damage from trespassing on the property of others. There shall be no dumping of construction debris or other material on Member's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the contractor.

Materials

Item	Description
9.2.1.	For outdoor facilities, the light poles must be a minimum of 4' round, straight galvanized steel to protect from caustic environments for low maintenance and can be painted or other protective coating based upon the AEPA Member request.
9.2.2.	Products offered under this solicitation shall be "eco-labeled" by one of three methods: seal of approval as an environmentally preferable product (that is, Energy Star and Green Seal); label with energy or environmental information (that is, Energy Guide or Scientific Certification Systems [SCS] Certified Eco- Profile); verification labeling (that is, SCS Claims Certification and UL, Inc., Energy Verification Label). Exceptions will be permitted if the energy efficiency status of a product can be independently verified by a source satisfactory to the project's owner. When the bidder has a choice between similar eco-labeled energy-star products, the highest environmental and energy- saving products shall be utilized while satisfying the minimum performance standards at the most reasonable cost.
9.2.3.	Concrete foundations for the light poles must be designed by a registered professional engineer to withstand wind loadings exceeding the 50 years mean recurrent isotach wind maps identified wind speed for the individual location in which the lighting system is to be installed. Foundation shall be drilled pier type with structural steel as required. Pre-cast concrete bases are acceptable as long as they meet or exceed the local code requirements. • Concrete for the foundations shall have 28 days, 3,500 psi compressive strength.
9.2.4.	The crossbars for luminaries shall be made of tubular members to effectively reduce wind drag. All angles conform to ASTM designation A36. Horizontal, angle luminaire supports have holes to accommodate luminaire adaptor plates or pipe tenons to accommodate the specific size, slip fitters. Luminaire mounting angle supports are attached to the main member. • Cages and tubular crossbars have the option to be pre-wired from the manufacturer.
9.2.5.	The pole shaft sections can either be high strength steel to ASTM A572, ASTM A595 or weathering steel to ASTM A871 or ASTM A595 GR.C.
9.2.6.	Base and anchor bolts shall be designed to withstand the maximum combined stress at the base of the pole.
9.2.7.	Pole, base plates and anchor bolts shall have a primed finish, painted, galvanized, or weathering steel. Prime painted is either spray or flow painted inside and out. Galvanizing on shafts meet all the requirements of ASTM A123, miscellaneous hardware is galvanized to ASTM A153.
9.2.8.	No outdoor lighting system proposing direct buried wood or steel light poles will be allowed.
9.2.9.	Lighting fixtures and wiring systems offered must be designed and manufactured to protect from deterioration from environmental conditions such as weather and ultraviolet exposure. The reflector system must control and redirect the spill light, minimize glare, and light trespass to meet local environmental restrictions.
9.2.10.	The lighting control system must allow for a variety of situations that exist. For example, a control and sensor system to turn lights on and off according to a preset schedule or by environmental light levels. If wireless options are available, they should be offered.
9.2.11.	The product lines offered have the option to use, to retrofit, or replace existing systems, using as much of the existing physical infrastructure as possible.
9.2.12.	The system control cabinets offered must be designed, manufactured, and available for both indoor and outdoor installation to meet individual facility requirements. The cabinets must be equipped with some kind of access control mechanism.
9.2.13.	For outdoor non-LED applications the ballast, capacitor, and fusing should be mounted off the fixture and crossbar, mounted onto the pole at stepladder height to avoid problems of misalignment of the fixture caused by the weight of the ballast and capacitor and for a more economical solution for servicing and maintenance. For indoor applications to be mounted for

	ease of maintenance and service.
9.2.14.	A shop drawing clearly identifying the lighting system layout indicating the number of poles and their locations required to provide the necessary lighting required. The drawing shall indicate the number, kind, wattage, and position of each fixture to be utilized on an individual light pole.
9.2.15.	The completed lighting system shall be plumb, both inline and transverse to the layout of the field. Details of installation not shown or specified shall be performed in keeping with good electrical practices and per manufacturer's instructions and recommendations.
9.2.16.	The bidder shall take care when trenching for the conduit. Check plans and with appropriate local authorities for the location of utilities, sprinklers, etc., on-site. Contractor to backfill trenches and remove excess debris.
9.2.17.	Soils should be classified, in general, following the visual manual method of identification of soils, utilizing the Unified Soil Classification System (ASTM Methods D 2488 "Description of Soil Visual Manual Procedure", and D 2487 "Classification of Soils for Engineering Purposes"). It is not intended, however, that rigorous use of these methods be required, but only use of terminology that will describe the soil conditions in terms of soil types using the Unified Soil Classification symbols, such as CL, CH, etc.

Performance

Item	Description
9.3.1.	 System Performance Characteristics: All fixtures, ballasts, poles, wires, bulbs, cross members are to meet or exceed the following standards: UL, CSA, NEMA, NEC, and local codes. When provided lighting products/systems/solutions are to be tested, assessed, and/or evaluated as required by the manufacturer's instructions, industry standards, contract documents, federal, state, and/or local codes. The contractor shall schedule the inspections/test in advance and provide the owner's representative in advance written information on who will be conducting the activity, how it will be conducted, clearly identifying the methods, procedures, and protocols to be utilized, the applicable standards in which results will be analyzed, based on and compared to and when the results will be available.
9.3.2.	The light level must meet or exceed those standards established and published by IESNA RP-6-01, which identifies minimum and maximum requirements for horizontal foot-candles maintained, light uniformity, grid size, and grid points for the various types of play areas and surfaces.
9.3.3.	Playing surfaces shall be lit to an average constant or target light level and uniformity. Lighting calculations shall be developed and field measurements were taken on the grid spacing with the minimum number of grid points specified with the light meter held horizontally 36 inches above the field surface. Measured average illumination level shall be +/- 10% of predicted mean following IESNA RP-6-01, and measured at the first 100 hours of operation.
9.3.4.	 The pre- and post-project light tests shall be submitted on forms that show the readings laid out in a grid. The grid shall vary depending on the type of athletic field. (See examples) Football: 30' X 30' grid with a minimum of 60 readings. Baseball with 90' Base Paths: 30' X 30' grid with a minimum of 25 readings in the Infield. The number of readings in the Outfield will vary with the dimensions of the Outfield. Standard IESNA guidelines shall apply when laying out the grid. Baseball with 60' Base Paths: 20' X 20' grid with a minimum of 25 readings in the

- Infield. The number of readings in the Outfield will vary with the dimensions of the Outfield. Standard IESNA guidelines shall apply when laying out the grid.
- Softball with 60' Base Paths: 20' X 20' grid with a minimum of 25 readings in the Infield. The number of readings in the Outfield will vary with the dimensions of the Outfield. Standard IESNA guidelines shall apply when laying out the grid.
- Soccer: 30' X 30' grid. The number of readings will vary with the dimensions of the field.

Standard IESNA guidelines shall apply when laying out the grid.

Project – Quality Control

Item	Description
9.4.1.	At the request of the Member Agency, the bidder shall secure samples/items/components, according to construction industry standards, guidelines, or ASBA standards, of supplies, materials, and/or system/solution components being delivered and/or installed from the job site. The Member Agency may then submit the samples/items/components to an independent industry qualified/certified consultant to test and evaluate the samples/item/component to determine that the lighting products being delivered and/or installed meet or exceed the project's specifications. The cost of these tests and services will be borne to the Member Agency. • Should the test results prove that the tested product is not equal to or better than specified, or the end-product does not meet minimum requirements, the bidder will reimburse the Member Agency for the cost of the tests and/or services acquired. The bidder will also pay for all costs incurred and associated to replace, remove, and dispose of the non-compliant product to bring the lighting system/solution up to project specifications and requirements. • Should the test results and services prove that the product tested was equal to the lighting system/solution specifications and the work performed meets the project's specifications and requirements, the bidder will be notified of the results and the Member Agency will pay all associated costs.
9.4.2.	All testing shall be arranged, scheduled, and coordinated by the bidder with the Member Agency. Testing activities and their timelines shall be established as part of the development of the contract documents. • During lighting product installation and/or project close-out, all structures, connections, lighting fixtures, and controls will be fully tested by an acceptable testing method/protocol and an agreed-upon technical technician fully qualified and experienced on the type of lighting system/products installed met or exceeded specifications/standards stipulated by the product manufacturer and/or the governing jurisdiction.
9.4.3.	Testing methods/protocols and instruments shall meet all applicable federal, state, local, industry, and manufacturer instructions.
9.4.4.	Testing equipment for measurement of footcandle levels shall be performed using a Konica Minolta T-10 Illuminance Meter, or equal. The bidder must show proof of calibration before testing as required by the manufacturer. Accuracy shall be \pm 4% or less of recording. Measuring functions shall be in footcandles.

9.4.5.	Readings shall be recorded for each point and the results confirmed by Owner and/or Engineer.
9.4.6.	Horizontal illuminance readings shall be taken in accordance with "IES Standard for Photometric Measurement of Area and Sports Lighting Installations".
9.4.7.	Measurements shall be taken at 36" inches above grade, with meter held horizontally. Dark clothing shall be worn by individuals performing the test.
9.4.8	The bidder shall take voltage and current readings at each pole base during the time of the test to ascertain the approximate fixture operating condition. The voltage at the pole base shall be adjusted within \pm 5% of rated ballast voltage.
9.4.9.	The bidder shall provide stakes or other identifiable markings at all test points on the field at the time of the test.
9.4.10.	The measured values shall be within plus or minus ten percent of the calculated values indicated on the computer derived lighting plan of the initial illuminance levels.
9.4.11.	Failure to meet criteria shall require that the fixtures be re-aimed and retested and added to until satisfactory results are obtained. Any expense of re-aiming, subsequent retesting additional fixtures, and installation, if any, shall be borne by the bidder with no additional cost to the Member Agency, architect, or engineer.
9.4.12.	Apparent "hot spots" or "dark spots" shall be eliminated by further fixture adjustment as required.
9.4.13.	If in the judgment of the Member Agency's representative, the manufacturers computed results cannot be obtained, the bidder shall furnish and install additional fixtures, wire, conduit, breakers, etc., as required to achieve the manufacturers predicted results at no additional cost to the Member Agency, architect or engineer.
9.4.14.	A lighting system will be accepted only after a satisfactory test of the entire project in the presence of an approved representative of the owner. Acceptance shall be in writing.

Project – Closeout

Item	Description
9.5.1.	Terms for what constitutes project completion and acceptance by the owner and taking title/ownership of products and services rendered must be clearly identified, described, and agreed upon and made a part of any contract. If any part of the project's execution requires the owner to assume control/ownership before the project's completion, this needs to be defined with all of the agreed-to terms, conditions, and stipulations. Both parties must agree on the definition of what constitutes total acceptance of the project and must be accomplished before the final payment is made to the contractor.

9.5.2.	 Project Close-Out System Performance Characteristics: The bidder and the Member Agency's representative shall conduct a complete and extensive site inspection of all work performed and if applicable perform appropriate tests and note the results of the products/system/solutions provided and installed. The bidder shall provide the owner's personnel with the training necessary for them to develop a complete knowledge and understanding of the supplies, materials, and equipment required to maintain and keep the installed lighting system/solutions in good working condition through its stated lifecycle. Based on the owner's project requirements, provide at least two (2) copies of the project record documents that may include, but is not limited to: As-built drawings showing the actual locations of all electrical supply lines, control equipment, lighting pole (foundations, structure, dominations), lighting system mounting (structure, fixture, dominations, and configuration) of the installed/provided system. Any installed equipment manufacturer's product specifications (materials, operating, and performance), instruction, maintenance and training manuals, bill of materials, warranties, and other project related information and materials. Any state, local, and/or manufacturer's inspection/testing reports or certificates certifying that all state, local, and manufacturer's specifications, standards, codes, and requirements have been met. Warranty Documents may include, but are not limited to: Manufacturer's warranty with all of the forms that were completed and submitted in the owner's name and registered with the manufacturer. Within this documentation, the lighting system manufacturer must verify that its factory representative has inspected the installation of the completed project and that all work conforms to the manufacturer's specifications and requirements. The bidder shall provide a written warranty to the owner that covers
	Access, Project, Adobe Acrobat, etc.). • The date of final inspection shall be scheduled in advance, with appropriate notice and
9.5.3.	Final payment shall only be made after the close-out process and the contractor has addressed and completed all punch-list items and has accepted the project as being completed.

Warranty

Item	Description
9.6.1.	 The Contractor shall submit its manufacturer's warranty that guarantees the usability of the lighting system for its intended use for a ten (10) year period commencing with the date of acceptance of the owner. The warranty coverage shall not be prorated nor limited to the amount of usage. The warranty submitted must have the following characteristics: Must be a warranty from a single source covering workmanship, all self-manufactured/produced or procured materials. Any warranty offered under this solicitation must be secured by an insurance/bonding company nationally recognized and licensed to do business in the individual AEPA state or have in place a funded financial reserve (fund) to assure fulfillment of the warranty for the full term. Note: depending on the size and/or the number of individual projects, the facility owner may waive this requirement in writing. Must comply with governing federal, state, and/or local laws and provide full coverage for ten (10) years from the date of warranty activation. Must warrant materials and workmanship. Must warrant that the materials installed to meet or exceed the product specifications and industry standards and federal, state, and local codes. Guarantee the availability of supplies, replacement materials, and components for the athletic and recreational indoor and outdoor athletic lighting systems/solutions installed for the full warranty period. Structure warranty must cover the repair or replace any structural component that proves to be defective for 30 years. The warranty must cover both parts and labor.
9.6.2.	AEPA is aware of and understands that various individual lighting product/system/solution manufacturer warranties/guarantees terms, conditions, timelines, stipulations, and requirements differ. Therefore, the solicitation stated warranty/guarantee is a minimum and if the manufacturer's warranty/guarantee exceeds the minimum it shall be offered and provided to the extent that the lighting product/system/solution manufacturer has indicated and stated.
9.6.3.	Once the lighting product/system/solution was installed, final inspections and testing were conducted and the product/system/solutions performed as identified and indicated in the manufacturer's product information, literature, and specification sheets provided as part of the project's contract documents. The owner accepted and approved the project as being in full compliance with the project's contract documents specifications and requirements.

9.6.4.	The bidder may offer extended warranties or maintenance agreements if available at an
	additional cost to members. The extended warranties or maintenance contracts must be clearly
	defined.

Maintenance

Item	Description
9.7.1.	The bidder shall supply the owner with a complete set of written maintenance and instruction manual for the proper use and care of the athletic and recreational indoor and outdoor lighting products/systems/solutions provided shall be specific to the indoor and outdoor lighting products/system/solution installed with any specific operational and/or use restrictions/limitations.
9.7.2.	As an option, the bidder may provide services to the owner, at an additional cost, to perform regular and ongoing maintenance-related services.

10. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Bidder agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The Bidder/Bidder must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:

- 1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing." Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
- 2. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Bidder preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
 - a. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
- b. Routine Price Adjustments (Without Economic Price Adjustment):
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Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee.

- c. Unpredictable Economic Price Adjustment: If economic price adjustment contingencies occur, Bidder may submit a fully documented request (manufacturer's letter, indexes, etc.) for a price adjustment to AEPA Category Committee for review and approval by the committee. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Bidder's control. Pricing will take effect upon approval.
- d. **New Products/Services:** Bidder may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.
- 3. **Automated System for Pricing (ASP)**: The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub- assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- 4. **RSMeans (Construction Related Bids only)**: It is important for Bidders to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
 - a. The Contractors must use the current online version and standard cost data. Only the following cost data titles will be accepted:
 - i. Building Construction Cost Data Book
 - ii. Facilities Construction Cost Data
 - iii. Facilities Maintenance & Repair Cost Data
 - iv. Site Work & Landscape Cost Data Book
 - b. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
 - c. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - d. Pricing must be done by Location codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.

- e. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
- f. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
- 5. **Alternative Method of Costing**: This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual, project or sole source. The alternative pricing is calculated as follows:
 - a. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications and the most cost effective solution. All quotes must be made available upon request.
 - b. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
 - c. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.
- 6. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes**: New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to

- all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
- iii. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
- iv. **Product Addition/Discontinuation**: New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Bidder is required to add a functionally equivalent substitute at the same discount structure.
- 7. Secondary Pricing Methods (Catalog Bids only, see Part B for category designation): Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
 - a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Bidder's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Bidder may object to up to ten
 - (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Bidder.
 - b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services is not exceeded after the time limit. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Bidder's online catalog and submitted to all AEPA Member Agencies in an electronic format that

can be posted to websites, emailed and shared with Participating Entities/Buyers.

c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Bidder and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Bidder.

8. F - Pricing Workbook Parts

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 Catalog Discounts (Required)
 - ii. F.2 Price Schedule (Required)
- iii. F.3 Services Price Schedule
- iv. F.A Project Quote Small
- v. F.B Project Quote Large
- vi. F.4 State Mult. & Rates
- vii. F.5 Volume Discounts (Optional)
- c. Note that this solicitation is requesting two project quotes. Quotes must use the pricing offered in the response to this solicitation. The project quotes will be used for comparison purposes during evaluation.
- d. Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part B AEPA Terms and Conditions for additional information.

11. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part B for AEPA's definition of Responsive and Responsible bids. AEPA reserves the right to recommend multiple responses based on such significant differences as in value, offerings, and breadth of offerings.

As a part of the process of determining responsible respondents, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not accept a committee's recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

Below is a summary taken from the Evaluation section in Part B, F. Bid Evaluation, Approval and Award:

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Eva	liiation	Criteria

Cost Evaluation

Complete Response to Bid

Conformance to Bid Terms and Conditions

Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume

Quality and Suitability of Products Offered

Marketing Plan

Financial Viability

Demonstrated Track Record of Performance in the Public Marketplace

Value Added Attributes



Part E – Signature Forms AEPA 025-A Athletic Field Lighting

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Responding Company" (i.e. one PDF document for all signature forms).
- 4. Submit Part E, along with other required documents in Bonfire.

The following sections will need to be completed prior to submission as <u>one (1), single PDF</u> titled "Part E – Signature Forms – Name of Responding Company".

<u>Uniform Guidance "EDGAR" Certification Form</u> – *signature required Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

^{*}Note, a solicitation checklist has been provided to review with your submission.

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u> , I certify that the complete and accurate and I am authorized by my business to		
and agreements contained herein. Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		
Name of Business		
Signature of Authorized Representative		
Printed Name		
Date		

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)	Mailing Address
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	Date



Acceptance of Solicitation & Contract Award

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Date	
Address	City, State Zip	
Contact Person	Title	
Authorized Signature	 Title	
Email	Phone	

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)	_	3/1/2025	0r	

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C - State-Specific Forms - Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
	Part E - Signature Forms - Name of Responding Company Includes: • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - Name of Responding Company	Upload PDF	Required.
	Exhibit A - Marketing Plan - Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #025-A Athletic Facility Lighting

Bidding Company Name: Enter company name here
Name of Catalog: Enter catalog name here

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

			Part F.1 is a REQUIRED FORM
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If more categories are needed, add a new tab with similar formatting.



Part F.2 - Price Schedule AEPA #025-A Athletic Facility Lighting

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Use a separate spreadsheet with the percentage discounts listed on the F.1 for each catalog. Alternatively, you may upload separate spreadsheets as long tab. Failure to have price correspond may be as they contain this minimum information, 1. the name and brief description of the product, including the manufacture (if applicable), 2. The current price of the item at the bid due date, 3. The discount percentage offered for this bid, 3. The final price after the bid discount. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent cause for rejection of your offer.

Part F.2 OR Vendor created spreadsheets with the information listed in the note below is REQUIRED for a complete response.

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Part F.3 - Services Price Schedule

AEPA #025-A Athletic Facility Lighting

Bidding Company Name: Enter company name here

NOTE: If	your company provides any of the services li		Part F.3 is an OPTIONAL FORM			
	Description	Neguiai Frice Ui	Discounted	(if any)	mineage charges (ii	*Additional Discount on Large Projects: Y/N
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^{*}Please detail additional discounts on large projects.



AEP Bidding Company

Instructions: For each of the types of fields listed below, provide pricing for LED have additional lighting options, add necessary rows and columns as need-

	Field Size	Pole Setback	Pole Quantity (Mtg. Ht.)
	330'x195'	30'	4 (60')
Soccer	330'x195'	30'	4 (60')
	360'x225'	30'	4 (70')
	360'x225'	30'	4 (70')
Softball	Field Size	Base Path	Pole Quantity (Mtg. Ht.)
	200' Radius	60'	4 (60')
	200' Radius	60'	4 (60')
	Field Size	Base Path	Pole Quantity (Mtg. Ht.)
	310'/350'/310'	90'	6 (70')
Baseball	310'/350'/310'	90'	6 (70')
	325'/380'/325'	90'	8 (70')
	325'/380'/325'	90'	8 (70')
		Pole Setback	Pole Quantity (Mtg.
	360' x 160'	65'	4 (70')
Football	360' x 160'	65'	4 (70')
	360' x 160'	65'	4 (80')
	360 x 160	110'	4(100)
Tennis	# Courts	Pole Setback	Pole Quantity
	4	15'	4 (60')
	4	15'	4 (60')
	5	15'	4 (60')

AEPA IFB 021-A Part F - Discount Pricing Workbook - Athletic Lighting - Final.xlsx.xls/Project (

Part F.A – Project Quote - Base Bid A IFB #025-A Athletic Facility Lighting

Name:	Enter company name here
lighting for those facilities. If you	Part F.A is a REQUIRED FORM
ed.	

Light Level (Maintained)	LED Pricing
30 FC	
50 FC	
30 FC	
50 FC	
Light Level (Maintained)	LED Pricing
50 FC(Infield) / 30 FC(Outfield)	
70 FC(Infield) / 50 FC(Outfield)	
Light Level (Maintained)	LED Pricing
50 FC(Infield) / 30 FC(Outfield)	
70 FC(Infield) / 50 FC(Outfield)	
50 FC(Infield) / 30 FC(Outfield)	
70 FC(Infield) / 50 FC(Outfield)	
Light Level (Maintained)	LED Pricing
30 FC	
50 FC	
70 FC	
50 FC	
Light Level (Maintained)	LED Pricing
30 FC	
50 FC	
50 FC	

Quote 7/17/2020



AEPA IF

Bidding Company Name:

Each committee needs to create a small and large size sample project that all of the Bidders provide itemized pricing based on the Indefin Pricing Bid. The IDIQ pricing will be based on the RSMeans Facilities Construction Cost book using the last column, Total Including O&P. during the evaluation. Be sure to designate a delivery zip code.

No.	Product Description	Unit of Measure	List Price	Percentage
	Provide a complete new football field lighting plan and price as if the school was just built. This will include all concrete, electrical, fixtures, electronic management systems, and everything else required for a new field lighting project. This will include all permits, materials, shipping, and labor. The football field is located at the high school below: Oak Park High School, 825 NE 79th Terrace, Kansas City, MO. 64118			
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Part F.B - Base Bid Schedule

B #025-A Athletic Facility Lighting

Enter company name here

te Quantity Unit
his will help

Part F.B is a REQUIRED FORM

Bid l	Price	Quantity	Extended Price	Comments	No.
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Part F.4 - State Multiplier AEPA IFB #025-A Athletic Facility Lighting

Bidding Company Name:

Enter company name here

INSTRUCTIONS: For each of the states listed below provide your multiplier/factor (wage and transportation) to be applied to the **Net Effective Bid Pricing** (shown in F.1) provided to arrive at the individual AEPA state price for each item. Complete all tables on this form, including all cost factors and service rates for installation services, if provided.

Part F.4 is a REQUIRED FORM

Wages - Percentage added to the Catalog

Project types	CA State Multiplier	CO State Multiplier	CT State Multiplier	FL State Multiplier	GA State Multiplier	IN State Multiplier	IA State Multiplier	IL State Multiplier	KS State Multiplier	KY State Multiplier	MA State Multiplier	MI State Multiplier	MN State Multiplier	MO State Multiplier	MT State Multiplier
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														1	
Prevailing wage project:														1	
Davis Bacon wage project:														1	

Project types	NE State Multiplier	NJ State Multiplier	NM State Multiplier	ND State Multiplier	OH State Multiplier	OR State Multiplier	PA State Multiplier	SC State Multiplier	TX State Multiplier	VA State Multiplier	WA State Multiplier	WV State Multiplier	WI State Multiplier	WY State Multiplie
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Non-prevailing wage project:														
Prevailing wage project:														
Davis Bacon wage project:														

Product Description	Unit of Measure	Bid Price	Comments
Description of Cost Factors			
Per diem rate - meals and lodging per 24 hour period	Per Day	\$ -	
Performance and payment bond - bonding rate (percent of project)	Percent	0%	
Alternative methods of costing - percent of overhead/markup to cost	Percent	0%	
Discounts offered of alternative costing methods (cost + profit & overhead) Rate of discount.	Percent	0%	
R.S. Means Multiplier/Factor - Normal Hours - Non-Prevailing Wage Rates	Percent	0%	
R.S. Means Multiplier/Factor - Out Side of Normal Hours - Non-Prevailing Wage Rates	Percent	0%	
R.S. Means Multiplier/Factor - Normal Hours - Prevailing Wage Rates	Percent	0%	
R.S. Means Multiplier/Factor - Out Side of Normal Hours - Prevailing Wage Rates	Percent	0%	
Performance and payment bond - bonding rate (percent of project)	Percent	0%	
Bonding capacity - total amount of capacity available	Dollar Amount	\$ -	
Service/Labor Rates			
Consulting	Per Hour	\$ -	
Design	Per Hour	\$ -	
Installer	Per Hour	\$ -	
Tradesman	Per Hour	\$ -	
Engineering, Electrical	Per Hour	\$ -	
Engineering, Mechanical	Per Hour	\$ -	
Crew Supervision	Per Hour	\$ -	
General Laborer	Per Hour	\$ -	
Electricians	Per Hour	\$ -	
Concrete Finishers	Per Hour	\$ -	
Equipment Operators	Per Hour	\$ -	
Survey Services	Per Hour	\$ -	
Training	Per Hour	\$ -	
Other	Per Hour	\$ -	
	Per Hour	\$ -	
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	Per Hour	\$ -	
Maintenance Plans			
	Per Hour	\$ -	
	Per Hour	\$ -	
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Extended Warranty Plans			
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	Per Hour	\$ -	
	Per Hour	\$ -	



Part F.5 - Volume Discounts Schedule AEPA #025-A Athletic Facility Lighting

Bidding Company Name: Enter company name here

Part F.5 is an OPTIONAL FORM

Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):

Dollar Amount FROM	Dollar Amount TO	Catalog Name MyCompanyGeneral 2014 Catalog	Additional Discount
Example - \$0	\$50,000	MyCompanyGeneral 2014 Catalog	5.0%



Public Q&A

#2 - Scope of Bid Question

GO2LED.com, Aug 01, 2024 6:03 PM EDT, Not Public - Pending

"IV. Category Specifications

Scope of Bid

AEPA is seeking qualified, experienced manufacturers, providers, or suppliers who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment, and labor to all participating member states (up to 30) in the category of Athletic Facility Lighting.

d. Ability to provide indoor/outdoor facility lighting products (i.e. suppliers, materials, wiring, fixtures, poles, controls, equipment, accessories, etc.) and if requested consulting services (i.e. system design/configuration, engineering, and technical support). No physical construction services can be provided under this lot; materials and services only."

QUESTION: This section is for bidders responding as providing materials and services only, NOT INSTALLATION, correct?

Jane Eastes, Aug 08, 2024 12:44 PM EDT, Public - Answered

Answer for Athletic Field Lighting Category A: You are correct, section IV.d. of Part A, does not include installation

#3 - CATALOG BID

GO2LED.com, Aug 01, 2024 6:05 PM EDT, Not Public - Pending

"CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers



or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing."

QUESTION: Does the last sentence mean that a bidder can include lighting fixtures that do not fall under the Athletic Facility Lighting category? Example: Troffers, High bays, recessed, etc.

Jane Eastes, Aug 08, 2024 12:54 PM EDT, Public - Answered

For Athletic Field Lighting Category A: The sentence referenced in your question, "The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder," is still subject to the scope of work of the bid. Products that support applications of a sports venue that require lighting, such as indoor tennis courts, basketball and volleyball courts would be accepted.

#4 - SECTION 7.1.3.

GO2LED.com, Aug 01, 2024 6:06 PM EDT, Not Public - Pending

7.1.3. The bidder shall have experience and a proven track record in providing, installing, servicing, and supporting the lighting products/systems/solutions proposed in response to this solicitation nationwide (indicated AEPA states) as specified herein.

QUESTION: If a bidder is only offering materials and services, then installation should not be required under this section. Correct?

Jane Eastes, Aug 08, 2024 12:57 PM EDT, Public - Answered

For Athletic Field Lighting, Category A: You are correct. If a bidder is only offering materials and services, installation is not be required under this section.

#8 - Part A, Sections 7, 8, and 9

GO2LED.com, Aug 01, 2024 6:07 PM EDT, Not Public - Pending

Can Part A, Sections 7, 8, and 9 be updated to delineate between bidders offering materials, services, and installation/construction and bidders offering only material and services?



Jane Eastes, Aug 12, 2024 1:19 PM EDT, Public - Answered

No, the offering of materials and service only can be noted in the Deviation portion of the bid response.

#7 - 9.2.1. Clarification

GO2LED.com, Aug 01, 2024 6:15 PM EDT, Not Public - Pending

9.2.1. For outdoor facilities, the light poles must be a minimum of 4' round, straight galvanized steel to protect from caustic environments for low maintenance and can be painted or other protective coating based upon the AEPA Member request.

QUESTION: I think you meant 4 inches and not 4 feet?

Jane Eastes, Aug 12, 2024 1:16 PM EDT, Public - Answered

You are correct. This specification should read 4" (inches), not 4' (feet).

#6 - Part F.4

GO2LED.com, Aug 02, 2024 8:37 AM EDT, Not Public - Pending

I assume Part F.4 is NOT required for bidder supplying materials and services only?

Jane Eastes, Aug 12, 2024 1:14 PM EDT, Public - Answered

Correct, Part F.4 is only required if offering installation.

#5 - Photometrics

GO2LED.com, Aug 02, 2024 8:38 AM EDT, Not Public - Pending

Are there any requirements for bidders to provide photometrics to prospects as part of a bid upon request?



Jane Eastes, Aug 12, 2024 1:12 PM EDT, Public - Answered

The requirements are only as required by the individual member (Customer) requesting a quote. There are no requirements to provide photometrics in your response to this bid.

#1 - Member List

Frontier Business Products, Aug 05, 2024 3:13 PM EDT, Not Public - Pending

Hello.

We would like to respond, but first would like to understand the opportunity. Do you have a member organization list for the AEPA?

Thanks

Jane Eastes, Aug 06, 2024 12:47 PM EDT, Public - Answered

AEPA is composed of one state organization for each of thirty states who are soliciting on behalf of multiple agencies in their state eligible to purchase off of the awarded bid. Eligible agencies in most states include k-12 school districts, higher education, local government, and nonprofits. Since this is an indefinite quantity, indefinite delivery solicitation, an eligible agency is able to use the awarded contract without having to bid themselves anytime they have a need. You can find the list of thirty state AEPA Member Agencies with contacts on our website, aepacoop.org. Together our 30 states represent many thousands of members. Therefore, AEPA does not have a list of all eligible organizations who may use the final contract after award.

#9 - 8.1.2. fill rate question

GO2LED.com, Aug 06, 2024 1:23 PM EDT, Not Public - Pending

8.1.2. The Bidder shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level.



Due to the large number of products under this category, I'd like to suggest a ramp-up period to meet this fill rate. if a large number of schools replay and purchase fixtures, no manufacturer will initially have the amount of product on hand to fill all orders. and it currently takes around 90 days to manufacturer and ship from China. I'd suggest at least a 6-month ramp up timeframe to meet the 95% fill rate

Jane Eastes, Aug 23, 2024 5:50 PM EDT, Public - Answered

Response for Athletic Lighting Bid: Thank you for the question, we understand that the Athletic Lighting bid does not completely conform to the Bids standard requirements for product availability as noted in 8.1.2. Use the basic language you used in the question and add it as a statement in the deviation section of the bid response document. This will not be a disqualifying statement.

#15 - Bond Requirements

Midstream Lighting, Aug 13, 2024 12:22 PM EDT, Not Public - Pending

We are specifically providing sports lighting design, equipment including controls etc. We also hire contractors geographically to install. We as a supplier don't provide a bond, but the installer does. Question - We do not need a bond to be a supplier - correct? We can provide a bond from the installer if the client wants a turn key installation based on the project.

Jane Eastes, Aug 27, 2024 6:45 AM EDT, Public - Answered

AEPA Category #025- Athletic Field Lighting requires a \$25,000 Bid Bond to be returned with the vendor's response to the bid. After the bid is completed and a contract has been signed with awarded vendors, Vendor Partners will provide Performance Bonds for construction work to be completed. Performance bonds are completed between the installer, which may be an agent or subcontractor of the Vendor Partner, and the participating agency. Bid Bond and Performance Bond definitions and details may be found in Part B, AEPA General Terms and Conditions.



#22 - 9.1.8.Question

GO2LED.com, Aug 18, 2024 11:12 AM EDT, Not Public - Pending

If any part of the design or construction work is to be performed by the facility owner's crews, owner's architect and/or a third party contractor not associated with the bidder, prior to shipping the products and/or taking possession of the project site or proceeding with its work, the bidder must provide the owner with a signed affidavit stating that it has reviewed all applicable project documents and/or inspected and has accepted all specifications, project requirements and current site conditions and any site prep and work completed as meeting and/or exceeding its, the manufacturers, industry and governmental standards and requirements. If the work is not acceptable, the bidder must notify the owner immediately in writing, stating what is not acceptable and how the determination was made."

Does this section apply to a manufacturer providing products only?

Jane Eastes, Aug 27, 2024 10:27 AM EDT, Public - Answered

This section does not apply when there is only a purchase for products from the manufacturer.

#17 - Administrative Fee

Clever, Aug 19, 2024 2:26 PM EDT, Not Public - Pending

Does the vendor have to pay BOTH AEPA and a state/regional cooperative a 2% transaction fee (so 4% total) or is it ONLY 2% to AEPA?

Jane Eastes, Aug 27, 2024 7:24 AM EDT, Public - Answered

No, the vendor does not have to pay Both AEPA and the AEPA State Member. The administrative fee is 2% and is paid to the AEPA participating state member who has signed a contract with the Vendor Partner.

#30 - Entering into an Agreement with AEPA

Clever, Aug 19, 2024 2:32 PM EDT, Not Public - Pending



Does entering into a cooperative agreement with AEPA disallow a vendor from working directly with districts or entities who also partner with AEPA in cases where the partner is willing to sign a contract directly with a vendor w/o an RFP or any contractual negotiating?

Jane Eastes, Aug 29, 2024 4:37 PM EDT, Public - Answered

AEPA participating districts or entities are able to use the contract awarded by the AEPA State Agency without doing their own agency solicitation. Once awarded by a state, the vendor then works directly with the participating district or entity to complete a sale using the contractual pricing in the AEPA contract.

#13 - Voluntary Pre-Solicitation Conference Call Recording

Hamilton Telecommunications, Aug 20, 2024 10:06 AM EDT, Not Public - Pending

Has the recording of the pre-solicitation conference call for all RFP categories been posted on the AEPA website? If not, when will it be made available? If it has, can you please provide the link or location where it can be accessed? Thank you!

Jane Eastes, Aug 27, 2024 6:36 AM EDT, Public - Answered

We have made available the materials from the recent AEPA 025 pre-solicitation calls. You can now access the PowerPoint PDFs used during the calls, as well as the recording of the session. The PowerPoints are hosted on Bonfire and the call recordings are hosted on YouTube

Materials Available:

- PowerPoint PDFs
- Recording of the Call https://youtu.be/00HGv 2kmT0

#35 - AEPA Bonfire Page/ Section: Informational

Tyler Technologies, Aug 27, 2024 6:23 PM EDT, Not Public - Pending

AEPA Bonfire Page/ Section: Informational asks for verification that we verify we downloaded 1-6 along with our section (Yes/ No). I don't see that we can verify that within Bonfire itself. Is the requirement to upload a separate document stating that question with a Yes/No answer? Or that we include it in the body of our RFP response?



Jane Eastes, Aug 29, 2024 5:38 PM EDT, Public - Answered

For All:

Vendors will be able to select a yes or no button to answer this question directly in Bonfire after you have started your submission process. You do not need to upload a document with the yes/no information, or include it in you RFP response.

Document Name: A - Athletic Field Lig	ghting Part A Specifications.pdf	
Marila Maria		

Vendor Name	Contact Name	Address	Date Downloaded
22nd Century Technologies, Inc.	Shikha Sharma	8251 Greensboro Drive, Suite 900 McLean Virginia US 22102	2024-08-08 11:03:05
ActZero	Linda Kerr	2 Shaw Alley 5th Floor San Francisco CA US 94105	2024-09-08 15:35:12
Advanced Healthstyles Fitness Equipment, Inc.	•	861 Southpark Drive, Suite 100 Littleton CO US 80120	2024-08-20 11:49:14
Alpine Frog, LLC	Michael Flood	6325 Falls of Neuse Rd Ste 35-403 Raleigh North Carolina US 27615	
American AI Logistics	Lorine Alvaro	1420 Edgewater Dr Suite 200 Orlando Florida US 32804	2024-08-12 02:07:14
APS Contracting, Inc	Svetozar Savreski	155-161 Pennsylvania Avenue Paterson NEW JERSEY US 07503	2024-08-22 14:43:03
Ardent Technologies, Inc.	Vas Appalaneni	6234 FAR HILLS AVENUE DAYTON Ohio US 45459	2024-08-04 12:35:35
ATG Electronics / Adam Matthews	Adam Matthews	10588 Monte Vista Ave. Montclair CA US 91763	2024-09-03 14:10:23
BBR Printers	Bo Pomu	2203 Elston Avenue Chicago Illinois US 60602	2024-08-14 07:59:38
Beta Systems International	Joanne Briones	8070 Georgia Ave SUITE 212 Silver Spring Maryland US 20910	2024-09-11 20:53:13
BM Notary Services	Binta Marriner	43000 W 9 MILE RD SUITE 109 #328 NOVI Michigan US 48375	2024-08-22 11:23:18
Brandston Partnership Inc	Daisy Avalos	121 W 27th Street Suite 903 New York New York US 10001	2024-09-05 10:03:59
BuildCentral Inc	Karen Ericksen	320 W Ohio St Suite 300 Chicago ILLINOIS US 60654-6566	2024-08-03 00:48:37
calloway & Associates	cassandra johnson	8961 Harvest Oaks Drive Ste 201 Raleigh North Carolina US 27615	2024-08-30 09:30:24
Capture Energy	Connor Williamson	2508 Lewis River Rd Woodland wa US 98674	2024-08-29 12:29:09
CCS Learning Academy	Raminder Singh	13475 Danielson Street, Suite 230 Poway California US 92064	2024-08-13 10:35:44
CDW Government LLC	Justin Schwier	200 N. Milwaukee Ave Vernon Hills Illinois US 60061	2024-08-01 16:07:09
Constructconnect	Michael Stubbs	3825 Edwards Rd., Suite 800 Cincinnati Ohio US 45209	2024-08-06 09:45:56
Cooperative Educational Services	John Tortelli	10601 Research Rd. NE Albuqeurque NM US 87123	2024-08-19 03:25:51
CWI Solutions	Denita Price	800 Maine Ave., SW #200 #200 Washington DC US 20024	2024-09-14 12:44:19
Deltek	Source Management		2024-08-02 15:37:31
Discount Two-Way Radio Corporation	Michelle Morris	555 W. Victoria Street Compton California US 90220	2024-09-12 14:21:11
Dodge Data and Analytics	April Hamilton	2860 S State Highway 161 Suite 160#501 Grand Prairie texas US 750	2024-08-09 01:09:48
Duro-Last	Kevin Blasesser	525 E Morley Dr Saginaw MI US 48601	2024-09-06 16:14:45
EcoLite Holdings, LLC	Wayman Baker	7910 Wrenwood Blvd Baton Rouge Iouisiana US 70809	2024-09-14 16:14:43
Enterprise Pals, Inc.	Nazim Nashipudi		2024-09-12 07:54:07
ESU Coordinating Council	Craig Peterson	412 W. 14th Ave PO BOX 858 Holdrege NE US 68949	2024-08-08 16:37:24
Factory LED Direct	Ashley Lowe	8200 S Quebec St # A3766 Centennial Colorado US 80112	2024-08-08 11:10:29
GA Central Electrical	, Ryan Nikitin	1520 Senioa Rd Suite A Tyrone Georgia US 30290	2024-08-08 12:05:38
Generations Services Inc	Paul Litvin	220 West Parkway Unit 8a Pompton Plains NJ US 07444	2024-08-07 10:33:51
		,	

GeoSport Lighting	Bill Smith	7080 Saint Gabriel Ave Suite B Saint Gabriel Louisiana US 70776	2024-08-19 15:27:50
Global Roofing Group	Amara Boesch	2401 E Magnolia St Phoenix Arizona US 85034	2024-08-08 13:35:12
GO2LED.com	Larry Peck	1846 Merrimac Ct NE Atlanta GA US 30329	2024-08-01 14:38:40
Hellas Construction, Inc.	Ruth Hawley	12000 West Parmer Lane Austin TX US 78613	2024-08-01 13:45:50
Howard Technology Solutions	Brandey Boyd	PO Box 1590 Laurel Mississippi US 39441	2024-08-02 14:47:45
IKIO LED Lighting	Ekam Singh	8470 Allison Pointe Blvd, Suite 128 Indianapolis, Indianapolis Indian	าะ 2024-08-10 11:12:15
JR&Co., Inc	Tony Medina	1201 W. 31st St Suite 1 Kansas City Missouri US 64108	2024-09-10 13:53:43
Kyocera Document Solutions America Inc	Mark Sarrao	225 Sand Road Fairfield New Jersey US 07004	2024-08-01 13:05:54
Lakeshore Learning Materials, LLC	Jennifer Doran	2695 E Dominguez St Carson California US 90895	2024-08-10 17:54:30
LanceSoft,Inc.	Prashant Arni	2121 Cooperative Way, Suite 130 Suite 130, Herndon VA US 20171	2024-08-07 07:28:34
Larsent & Toubro Limited	Mahesh Kaule		2024-08-23 08:05:07
Lattas	Mike Mullarky	111 8TH AVE W HUNTINGTON West Virginia US 25701	2024-08-22 15:13:19
Leotek	Jessica Brazil	1955 Lundy Ave San Jose CA US 95131	2024-08-02 14:11:47
Lexmark International	Angie Edgerton	740 West New Circle Road Lexington KY US 40550	2024-08-21 17:20:32
M3 Innovation	Juliet Carafello	727 E Washington St Syracuse NY US 13244	2024-08-14 10:15:21
March Networks	James Pralle	34613 250th St. Battle Lake MN - Minnesota US 56515	2024-09-12 15:44:57
Mavros LLC	Christopher Brown	10935 Estate Ln Suite 478 Dallas Texas US 75238	2024-09-09 08:17:23
MGT of America, LLC	Malony Allen	4320 West Kennedy Boulevard Suite 200 Tampa Florida US 33609	2024-08-02 12:45:04
Midstream Lighting	Ken Brechtel	31 South Main Strreet Dayton Ohio US 45402	2024-08-13 12:12:17
Nextec Inc.	Beth Santana	4135 Pleasant Meadow Ct Suite 140 Herndon VA US 20170	2024-08-05 14:08:54
Nimbus LLC	Jahsiah Sanders	777 N Jefferson St Suite 408 PMB 1415 Milwaukee WI US 53202	2024-08-14 10:19:26
Orion Energy Systems	Jenifer Parke	2210 Woodland Drive Manitowoc WI US 54220	2024-09-03 10:04:56
PEPPM	Mark Carollo	90 Lawton Lane Milton PA US 17847	2024-08-02 09:05:43
Pinnacle 33 Lighting Solutions DBA YESCO	Tanesha Miller	2594 Flat Shoals Road SE Suite #3 Conyers GA US 30013	2024-08-14 13:43:23
Polyloom Corporation of America dba TenCat	ce		
Grass N.A.	Ruth Hawley	255 Kraft Drive Dalton GA US 30721	2024-08-01 14:21:30
Premier Sports Lighting, LLC	Andrew Weathers	2100 Chespark Drive Gastonia North Carolina US 28052	2024-08-05 10:14:43
Printer Source Plus	Joe Sharpe	2903 W. Michigan Ave Jackson Michigan US 49202	2024-08-29 17:53:58
PSG Energy Services LLC	Amanda Tilley	800 Battery Ave SE STE 410 Atlanta GA US 30339	2024-08-01 17:42:56
PWXPress	Mary Miller		2024-08-01 13:36:52
Qualite Sports Lighting	Benjamin Raffin	215 W Mechanic Rd Hillsdale MI US 49242	2024-08-07 07:34:57
R.A.D. Sports	Amanda Loggia	171 VFW Drive Rockland Massachusetts US 02370	2024-08-13 14:04:15
Repro Products	Justin Katz	4485 Atlanta Rd Smyrna GA US 30080	2024-08-06 13:14:16
ResoluteGuard	Jeffrey Schobel	417 Crescent Pky Sea Girt NJ US 08750	2024-08-19 14:10:02

RoofConnect Logistics Inc	Stacey Duwe	44 Grant 65 Sheridan Arkansas US 72150	2024-08-08 10:43:17
School Specialty LLC	Sarah Peterson	W6316 DESIGN DRIVE GREENVILLE Wisconsin US 54942	2024-08-02 10:20:07
SCHOOL WHOLESALE SUPPLIES LLC	JP Das	2120 Donelson Pike Nashville, TN 37210 Nashville TN US 37210	2024-08-13 05:56:55
Serigor Inc	Jitender Sharma	400 East Pratt Street Suite #800 Baltimore MD US 21202	2024-08-19 10:35:56
SevenOutsource	Steve Walse	113 Barksdale Professional Center, Barksdale Barksdale Professiona	(2024-08-03 03:06:24
Shay Enterprise	Tamara Shay	1789 Tavern Ln. Tacoma WA, 984 98402 Tacoma Washington US 9	84 2024-08-01 13:45:39
SHI	John Wetter	290 Davidson Ave, Somerset NJ US 08873	2024-08-02 16:59:11
Siteco Lighting US, Inc.	Matt Koehler	5126 S Royal Atlanta Dr Tucker Georgia US 30084	2024-08-30 11:52:56
SNVA LLC	SNVA LLC	Waldorf Waldorf MD US 20602	2024-08-14 01:53:57
SolarMax LED, Inc.	Jackson Yu	3080 12th St Riverside California US 92570	2024-08-02 15:43:32
Techline Sports Lighting	Rick Fain	15303 Storm Drive Austin TX US 78734	2024-08-07 15:20:23
Technology International, Inc.	Shaji Habib	1331South International Parkway, Ste 2251 Lake Mary Florida US 3	2 2024-08-08 01:16:19
TNT Construction Group LLC	Daniela Tolov	74 Semel Ave Garfield New Jersey US 07026	2024-09-09 13:13:32
True LED USA	Seongbin Cho	5680 Oakbrook Pkwy #135 Norcross GA US 30093	2024-08-02 09:24:33
TruPointe Partners	Mason Sellers	6640 Carothers Pkwy Suite 410 Franklin Tennessee US 37067	2024-08-01 15:21:53
Tyler Technologies	Courtney Price	5519 53rd Street Tyler Technologies - suite 309 Lubbock Texas US	79 2024-08-20 00:29:38
US	Shane Lanier	221 Cable Industrial Way Carrollton Georgia US 30117	2024-08-01 16:53:07
US Modular Group East	Andy Alcarese	1414 Burke Rd Middle River MD US 21220	2024-08-22 12:02:29
USA General Contractors Corp	Lily Jimenez	167 Route 33 Manalapan NJ US 07726	2024-08-23 10:27:17
Varmoda Tech LLC	Manish Dadhich	44345 PREMIER PLZ, STE 120 ASHBURN, VA 20147 Ashburn Virgini	a 2024-08-06 06:07:52
VasSecCo	John Vasquez	7755 Center Ave Floor 11 ATTN: Vasquez Security Consulting Hunti	n _{ 2024-09-11 15:48:15
VISUAL	TECH ZONE	5c1 vcs nagar 1st street gn mills Coimbatore TN US 64102	2024-08-03 01:47:34
Weatherproofing Technologies, Inc.	Laiv Levy	3735 Green Rd. Beachwood Ohio US 44122	2024-08-01 13:05:22
WELDINGMART, LLC	Robert Jones	W5021 Amy Avenue, Suite 7 Kaukauna WI US 54130	2024-08-16 12:55:38
White Rock Corp.	Steve Vanev	17 Gramercy Rd. Old Bridge New Jersey US 08857	2024-09-05 00:36:33
www.forward-edge.net	Denise Caccavari	2724 E Kemper Road Sharonville OH US 45241	2024-09-06 13:18:28



AEPA 025 - Solicitation Category \rightarrow -A - Athletic Field Lighting Opening Record

Active Submissions

	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Workbook	Bid Security	Category Specific Requirements	Responsiveness Check - Send to Category Committee for Evaluation
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
GeoSport Lighting	Pass	Pass	Pass	Pass	Pass	Pass
Hellas Construction, Inc.	Pass	Pass	Pass	Pass	Pass	Pass
IKIO LED Lighting	Pass	Pass	Pass	Pass	Pass	Pass
PSG Energy Services LLC	Pass	Pass	Pass	Pass	Pass	Pass
Siteco Lighting US, Inc.	Pass	Pass	Pass	Pass	Pass	Pass
Techline Sports Lighting	Pass	Pass	Pass	Pass	Pass	Pass

Eliminated Submissions



	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Workbook	Bid Security	Category Specific Requirements	Responsiveness Check - Send to Category Committee for Evaluation
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
ABT Inc, SportsEdge, Childforms	Pass	-	-	Fail	-	Fail
ATG Electronics / Adam Matthews	-	-	-	Fail	-	Fail

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Sheets and Views	14
Model	14
2-GSL-A - Athletic Field Lighting Part E Signature Forms	15
1-GSL AEPA 025 Part D Questionnaire (Q-78CD)	
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Instructions	
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1-GSL Marketing Plan	



MARKETING PLAN

SALES MEETINGS

GeoSport Lighting sales team meets on a weekly basis to discuss potential and existing projects. Additionally, the sales team meets several times per year where they are provided with updates and continuing education on our cooperative contract to include market trends and initiatives. Our sales force is in constant communication with our Estimators, Director of Sales and full time Cooperative Contract Manager.

These Sales Meetings are integral to reinforcing the central focus of our sales efforts – which is to utilize cooperative purchasing as a sales tool.

EMPLOYEE COMMUNICATIONS

Emails and press releases will be sent to all employees company-wide regarding our AEPA contract and projects.

NEW EMPLOYEE TRAINING

Every new employee and sales partner will be educated one-on-one on the benefits of our AEPA contract, and GeoSport ensures they understand the cooperative purchasing process.

IN-HOUSE MARKETING DEPARTMENT

GeoSport Lighting also has an in-house marketing department located at our corporate headquarters in St. Gabriel, Louisiana. It's here all marketing materials, collateral, and campaigns are created, developed and managed. GeoSport Lighting has in-house printing capabilities allowing us to provide AEPA member agencies with print materials on demand.

The following are dynamic, experienced, and competent individuals that comprise our marketing team – a complete team committed to marketing this Contract.

Katherine Perry – Marketing & Graphic Designer. Katherine has over 5 years in graphic design and is responsible for website graphic management, graphics development, logo development, designing cut sheets, brochures, pamphlets, signs, banners, advertisements, binders and other graphic projects as they arise. She also edits photography, presentations, video, audio, and commercials, as needed. She assists the sales team and construction crews with signage and banner ordering as needed.

Takia Hill – Graphic Designer. Takia assists Katherine in executing graphic design projects. She integrates a fresh eye for design into GeoSport Lighting established brand standards.



Rachel Holden – Project Marketing Coordinator. Rachel provides support to the entire Marketing and Sales Team. She assists with tradeshow coordination and ensures GeoSport Lighting's sales team has all the marketing materials and product samples needed to successfully market and present GeoSport Lighting products and services to current and prospective customers.

GeoSport Lighting will collaborate on marketing efforts with AEPA members and future AEPA members in the following ways:

- Handouts and brochures
- Partnering at trade shows
- On-site support
- Special event coordination

GeoSport Lighting utilizes various marketing channels to personally educate end users of our superior products, services and processes through various outlets such as the following:

- Our website such as www.geosportlighting.com
- Social media such as Facebook, Twitter.
- Customized marketing materials
- Tradeshows
- Press Releases

GeoSport Lighting exhibits at various venues including those that target School Boards, Administrators, Procurement Officials, Coaches, Athletic Directors, etc. at every level from K-12 through post-secondary education.

A POSITIVE IMPACT ON ATHLETES AND COMMUNITIES.





WE CREATE SPORT LIGHTING SOLUTIONS TAILORED FOR YOU.

ABOUT US

GeoSport Lighting Systems, LLC, is the premier provider of high-performance LED sport lighting solutions. Created in 2009 as a division of GeoSurfaces, a leader in the synthetic turf industry, it is now part of TenCate Grass, a global organization with over \$1 billion in annual sales.

We have established ourselves as a leader in the sports lighting industry and continue to emphasize innovation and technology. As a developer of a complete 'plug and play' LED sport lighting system in the United States, our innovative approach continues to set the standard for excellence, making us the go-to provider for sports facilities nationwide.



As a go-to provider of cutting-edge LED sport lighting systems, we guarantee that we can take your sports venue to the next level. We are passionate about helping our clients achieve their vision and take pride in providing personalized customer service. We recognize the crucial role that sports play in the lives of our athletes and communities, and we are committed to delivering outstanding lighting designs and entertainment options to enhance the sports experience for all.

WHAT WE DO

Whether you represent a high school, college, city, or private organization, we are committed to providing a system that fits your unique sports lighting needs. Our turnkey system includes poles, cross arms, wire harnesses, remote electric enclosures, controls and monitoring, RGB, and dynamic scene capabilities, as well as certified in-house and external install partners. We are committed to delivering solutions that meet your facility's needs and will work closely with you to ensure your satisfaction every step of the way.

PARKS, SCHOOLS, CITIES, AND MORE...

As GeoSport Lighting Systems continues to expand our reach and bring our innovative LED sport lighting solutions to clients across the country, we remain committed to our core values of providing exceptional customer service and ensuring our clients have the best possible experience

with our products. We believe that success is measured not just by the number of clients we serve but by the impact we have on their athletes and their communities. Our top priority is meeting the unique needs of our clients by providing customizable systems. We take pride in our commitment

to delivering projects that meet the highest standards of quality and excellence.the sports experience for all.







GSL is honored to have served some of the most prestigious NCAA facilities in the SEC, Big 12, PAC 12, ACC, and numerous other college and university conferences. In addition, we have been fortunate to have worked with hundreds of high schools, municipalities, and private organizations nationwide. The CLIR Series fixture we offer was selected and installed as part of the 2021 American Sports Builders Association Project of the Year at Lafreniere Park in Jefferson Parish, LA.













We take pride in offering customized solutions that set us apart from other providers. We understand that every application is

unique and requires a personalized solution. Our systems are manufactured and assembled in the U.S. and come with top of the line engineering

capabilities for structural design and build. This allows us to design our products and systems to fit your specific needs instead of taking a standard approach. We believe that a tailored solution is the key to success; there is nothing done in the industry that we cannot do.

COMPARISON

GEOSPORT LIGHTING

Multiple Fixture Offerings

Multiple beam spreads

Visored or un-visored options

Various warranty options

Advanced digital control options

Ease of retrofit installation to any existing system



COMPETITORS

One Fixture Offering

Use of different wattages rather than a variety of beam spreads

Only Visored

One warranty option

Analog control

3

Must replace the entire top of the pole for retrofit applications

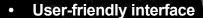
LIGHTING SOLUTIONS.

The CLIR Series is an innovative high performance LED sports lighting system with advanced optics and best in industry lighting control.

Designed to provide exceptional

The Stadium Series LED is a professionallevel stadium lighting system ideal for larger venues looking for expert lighting performance.

 An advanced system that provides superior lighting quality and uniformity performance



- Energy efficient for low cost ownership
- Exceptional for sports facilities of all types and sizes
- Uses significantly less energy than traditional lighting solutions.

THE CLIR SERIES & THE STADIUM SERIES: BOTH FEATURE

- No interference circuit system
- Ultra-low EMI noise generation
- Efficient system to save energy and produce more light
- Advanced optics designed to create uniform light distribution
- Multi-scale lenses for glare reduction
- Advanced solid state design to ensure durability
- Thermal management to ensure the stability of the lighting system

- Wireless controls for zone and scheduling integrated into each system
- Pre-aimed and pre-wired for ease of installation
- Guaranteed light levels for life with low maintenance
- Advanced controls to easily adjust the lighting levels
- Create custom shows for different sports and events



Control is key in creating the ultimate sports experience. That is why we offer a highly customizable control system that puts every light in your stadium at your finger tips.

- Easy access interface to access a wide range of controls.
- Customizable dimmers for the entire stadium and individual poles.
- Dynamic design to create perfect pre-game and half-time shows.

- Pre-programmed light shows and synchronized music at the touch of a button.
- Access to our dedicated support team, ready to assist you in creating your unique shows.

THE FUTURE IN SPORTS LIGHTING.

WARRANTY

OUR CUSTOMIZATION goes beyond our lighting options and controls. We have comprehensive warranty options tailored to fit your project budget and site-specific needs. If any parts of the warranted product(s) become obsolete or unavailable during maintenance or other work covered by these warranties, we will replace them with comparable parts and materials of equal operating characteristics. Our common warranty options include the following:

10-Year Standard Manufacturer Warranty

 GSL commits to providing replacement of lighting system components that fail or are deemed defective. Please note that the customer and/or installing contractor are responsible for all costs related to the removal and replacement of components and/or luminaires, provided a workmanship warranty is also in effect.

10 or 25-Year Maintenance-Free Warranty

 GSL will repair and/or replace lighting system components that fail or are deemed defective. Repairs will be carried out when lighting failures materially impact field or court lighting performance, or when the number of field luminaire outages exceeds 10% of the total luminaires on the field/court.

INSTALLATION SPOTLIGHT

- ARKANSASCity of Newport-George Kell Park (BSB,SB)
- Cossatot River HS- (BSB,SB,SOC) El Dorado School District- (FB,SOC,
- BSB,SB) Episcopal Collegiate HS-
- (FB,TRK,SOC)
 Hot Springs School District(FB,BSB,SB)
- Palestine Wheatley HS- (FB,BSB,SB) Southern Arkansas University Wilkins FB Stadium/Indoor

- ARIZONA
 Glendale Youth Sports Complex- (FB)
 VAL Unified School District-(Multi-fields)

- CALIFORNIA
 Laney Community College-(FB Stadium)
- Richardson HS- (FB)
- Victorville Airport

University of Florida- (FB Stadium) University of Central Florida-(FB Stadium)

Atlanta Apron Lighting- (Phase 1&2)
Worth County Recreation Complex-

South Meridian Discovery Park-(Multi)

Jerseyville Community Schools- (FB)

- Hoosier Futbol Club- (SOC) North Montgomery HS- (FB)

- Garden City Community College-
- Rock Creek HS- (BSB,SB)
- Salinas- (TEN)

- Baton Rouge Area Parks- (BREC-multiple field/ stadium sites)

- Buddy Ball(Special Needs Athletic League)
 Central HS- (FB Stadium)
 CSUSA Lafayette Charter HS(Multiple Fields)
 Golden Meadow Boat Launch- (Ship

- Lafayette Parish HS's(Multiple Stadiums)
 Lafreniere Park- (SOC Complex)
 Livingston Parish(Dentention Center)
 Parkview Baptist School (FB,BSB,SB)
 Rapide Parish Complex- (BSB)
 Southeastern Louisiana University
- (FB,BSB,SB)
 Terrebonne Rec District 11(Multiple Fields)
 Westlake HS- (FB,BSB,SB)
 Zachary Youth Park- (BSB,SOC)

Winthrop Field

MARYLAND

• Ashburton Reservoir- (FB)

- Muskegon Township Softball
- Saginaw Heritage Schools-(FB,SOC,LAX)

MISSISSIPPI

Pearl River Community College-(FB, BSB, SB)

- NORTH CAROLINA
 Ardrey Kell Relief HS-
- (FB, BSB, SB, TEN) Barclay Downs Swim & Racquet Club- (POOL)
- Kings Mountain YMCA-BSB,SOC)
- North Carolina Leadership Academy-
- Old Providence Racquet Club-(TEN,PICKLEBALL)
- Selma Burke MS-
- (FB,BSB,SB,TEN)
 Watauga County Community Rec
 Center- (BB,SB,TEN, PICKLEBALL)
- Yadkin County Schools- (TEN)

- Desert Breeze Park
- Lake Mead Christian Academy

OKLAHOMA

- City of Bartlesville-(BSB,SB,SOC)
- Oklahoma Baptist University-
- Tulsa Police Deparrtment-(Gun Range) University of Oklahoma-

(FB Stadium) Welch HS- (FB,SB)

OREGON

Oregon Institute of Technology-(SB)

RHODE ISLAND

Prout HS- (SOC)

SOUTH CAROLINA

- **Chaviss Wellness Center-**
- (FB,TRK) Clemson University-(SB Stadium)
- Davis Bailey Park- (BSB,Multi) Hampton Park Baptist Church-
- Lucy Beckham HS- (TEN)
- Presbyterian College- (SB) Oceanside Collegiate Academy-
- Wofford College- (SB)

- Memphis Shelby County Schools-Multiple HS Stadiums)
- Upper Deck Sports- (Baseball USA)

- Baylor University-(SB & SOC Stadiums)
- Euless- (Softball World)
- Friendswood HS- (FB, BSB, SB)
- Pearland Sports Park- (SOC) Scrapyard Sports Complex- (BSB)
- Shiner Starplex- (BSB)
- Sundown HS- (FB,BSB,SB)

UTAH

· University of Utah-(FB Practice Field)

Chatham County Schools- (Multiple fields, FB, BSB, SB, SOC, TEN)

WYOMING

CamPlex Rodeo



Scan for Full Client List

* The present list a partial list for quick reference.





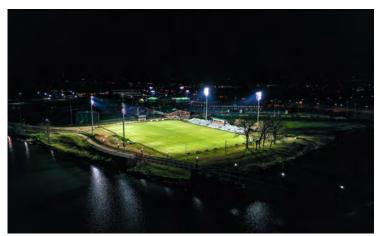








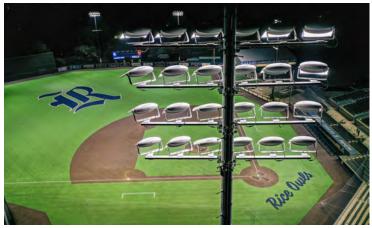




Betty Lou Mays Soccer Field - Baylor University



Getterman Stadium - Baylor University



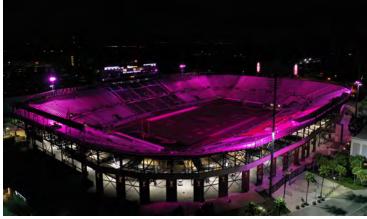
Reckling Park - Rice University



Gaylord Family Oklahoma Memorial Stadium - University of Oklahoma



Ben Hill Griffin Stadium - University of Florida



FBC Mortgage Stadium - University of Central Florida



CLIENT LIST

ARIZONA

Glendale Youth Sports Complex - FB Vail Unified School District - Multiple Fields

ARKANSAS

Ashdown HS - FB

Blytheville Elementary School - Multi.TRK

Centerpoint HS - BSB.SB

City of Atkins - McLaren Park - BSB

City of DeQueen - BSB

City of Hot Springs - Kimery Park - BSB.SB

City of Sheridan - FB.SOC

City of Springdale - Multiple Parks

- JB Hunt, Randall Tyson, William George

Clarendon HS - FB

Conway HS - FB

Cossatot River HS - BSB.SB.SOC

Cross County HS - FB

East Poinsett County HS - FB

El Dorado (City of), Union County - BSB.SB.SOC

El Dorado School District - FB.SOC.BSB.SB

Episcopal Collegiate HS - FB.TRK.SOC

Fordyce HS - FB

Greenbrier HS - FB

Green Forest HS - BSB.SB

Greenland HS - FB.BSB.SB

Hamburg HS - FB.BSB

Hampton HS - FB

Hector HS - FB

Horatio HS - FB.SB

Hot Springs School District - FB.BSB.SB

Jacksonville HS - FB

Nashville HS - FB

Palestine Wheatley HS - FB.BSB.SB

Rison HS - FB

Searcy HS - TEN

Shiloh Christian - Indoor

Smackover HS - FB.BSB

Springdale HS - FB

Southern Arkansas University - BSB.SB Stadiums

Southern Arkansas University - Wilkins FB Stadium

Southern Arkansas University - Indoor

Star City HS - FB

CALIFORNIA

Amador Park - TEN

Helix Charter HS - FB

Laney Community College - Eagle FB Stadium & BB

Liberty Ranch HS - SB

Richardson Park - BSB

Victorville Airport

COLORADO

Banning Lewis HS - FB

Fleming - FB

Florence HS - FB.SOC

University of Northern Colorado - FB Stadium -

Nottingham Field

FLORIDA

Merritt HS - FB

Miami Dade County, Princetonian Park - BB

Odyssey Charter School - SOC

University of Central Florida

FBC Mortgage FB Stadium

University of Florida - The Swamp

- Ben Hill Griffin FB Stadium

GEORGIA

Atlanta Apron Lighting - Phase 1 & 2 Worth County Recreation - BSB

IDAHO

Lewiston HS - FB

South Meridian - Discovery Park - Multi

ILLINOIS

Jersey Community MS - FB

Mascoutah MS - SOC.TRK

INDIANA

Clarksville HS - FB

Hoosier Futbol Club - SOC

North Montgomery HS - FB

KANSAS

City of Beloit - SB

City of Centralia - SB

Garden City Community College - BSB

Marysville HS - FB

Rock Creek HS - BSB.SB

Salinas - TEN

Soloman HS - FB

Washington County - FB

KENTUCKY

Washington County HS - FB.SOC.TRK

LOUISIANA

Airline HS - FB.SB

A J Muss Bertolino Park - FB.BSB.SB.T-ball

Archbishop Rummel HS - FB.BSB

Archbishop Shaw HS - FB.RUG

Ascension Parish Parks -

- Butch Gore Park - BSB.SB

- J. Leo Steven's Park - BSB

- St. Amant Park - BSB Assumption HS - BSB.SB

Avoyelles Public Charter School - FB.BSB.SB



LA continued . . .

Baton Rouge Area Parks (BREC) - multiple field sites

Antioch ParkAnna T. JordanCedar Ridge

- Howell Community

Kathy DriveLongfellow ParkOak Villa Park

Olympia StadiumPerkins Road

Bayou Country Sports Complex - BSB.SOC

Beau Chene HS - FB.SOC Belleview Park - BSB.SOC

Bayou Blue Park - BSB.SB

Benton HS - FB

Bourg Sports Complex - BSB Broadmoor HS - FB.TRK

Buddy Ball - Special Needs Athletic League

Burbank - SOC Complex Caddo Public Schools - FB.SOC

Cajun Rush - SOC Camp Beauregard - Multi

Central HS - FB
Choctaw Park - BB.TEN
City of Kaplan Linear Park - BSB
Comeaux Park - BSB.SB
Crowley Youth Association - BSB
CSUSA Acadiana - FB.SOC.TRK

CSUSA Lafayette Charter HS - Multiple Fields

Cypress Park, Belle Chase - BSB

Delhi HS - FB

Denham Springs HS - FB.TRK DeQuincy HS - FB.BSB.SB DeQuincy MS - FB East Feliciana HS - FB

East Iberville District Park - BB.TEN

East Iberville HS - FB East Saint John HS - FB.TRK E.D. White Catholic HS - FB EORD - BSB.SB.SOC

Episcopal School of Baton Rouge - FB.BSB.SB

Eunice Recreation Complex - BSB.TEN
Eunice Harris Park - BSB.TEN
Eunice SE Community Center - BSB
Field of Dreams Hwy 470 Complex - BSB
First Baptist Church of Shreveport - SOC.TRK
Golden Meadow Boat Launch - Ship Dock

Hero's Park - BSB.SB Independence HS - FB Iowa HS - BSB.SB

Jackie Robinson Park - BSB

John Alario Jr. Sports Complex - BSB.SOC

John Slidell Park - BSB Kraemer Ballfield - Multi.BSB Lafayette Christian Academy - FB Lafayette Parish Schools - FB Stadiums

Comeaux HSLafayette HSNorthside HS

Lafourche Parish Parks - Golden Meadow & Larose

Lafreniere Park - SOC

Livingston Parish - Detention Center

Lockport Ballfields - Multi

Loranger HS - SB

Louisiana Fire @ Lafreniere Park - SOC

LA continued . . .

Lutcher HS - FB.BSB Madisonville - BSB, Pathway Mangham Rec Complex - BSB

Mansfield HS - FB Many HS - FB

McNeese State University - BSB.SB.TEN Montegut Recreation Center - FB

Morgan City HS - FB

Northwestern State University - Turpin FB Stadium

Parc Des Families - SOC

Parkview Baptist School - FB.BSB.SB

Parkway HS - FB.BSB.SB

Performance Food Group - Parking Lot

Phoenix HS - FB
Pineville HS - FB
Plain Dealing HS - SB
Plaquemine HS - BSB.SB
Ponchatoula HS - SB
Prairieville Park - BSB
Rapide Parish Complex - BSB
Raceland HS - FB.SOC.BSB.TEN
Rayville HS - FB

Ruston Sports Complex - BSB.SB.SOC.TEN

Sacred Heart Church - BSB Scott Park - BSB.SOC.Tball.SandVB

Skelly Rupp - BSB Slidell HS - SB

Springhill Sports Field - Randy McHaren Park

South Beauregard HS - FB.BSB.SB South Beauregard Rec District 2 - SOC Southeastern Louisiana University

- Strawberry FB Stadium

Pat Kenelly Diamond @ Alumni Field BSB

- North Oak Park SB Stadium

South Louisiana Fairgrounds LaLa Regira Ballfields

South Terrebonne HS - SOC Springhill Sports Field Sting Soccer Club - SOC St. James HS - Scoreboard Install St. Plus X Elementary - FB St. Thomas Aquinas HS Sumner HS - SB

Terrebonne Rec District 6 - Montegut FB

Vandebilt Catholic HS - BSB
Vandebilt Catholic HS - BSB
Wally Pontiff Jr. Playground
Ward 10 Recreation - T-ball Fields
Ward 10 Recreation - Tioga HS BSB
Washington Marion HS - FB
Westlake HS - FB.BSB.SB
West Ouachita HS - FB Practice
West Saint John HS - FB.TRK
White Castle HS - FB
WW Lewis MS - FB

MAINE

Winthrop Field - FB

Youngsville Sports Complex Zachary Youth Park - BSB.SB

MARYLAND

Aberdeen Proving Grounds - FB Ashburton Reservoir - FB



MASSACHUSETTS

Buttonwood Park - BSB Dracut HS - FR

MICHIGAN

Hemlock HS - TEN

Muskegon Township - Softball World

Saginaw Heritage HS White Pine MS - SOC.LAX.FB

MINNESOTA

Jackson County HS - FB

MISSISSIPPI

Belhaven University - SB Blue Mountain College - BSB.SB

Clarksdale HS - FB Grenada HS - FB.TRK Hancock HS - FB.BSB.SB

Pearl River Community College - FB.BSB.SB

South Pike HS - FB

MISSOURI

Branson RecPlex Fields - BSB.SB Carl Junction HS - FB.BSB Cooper Sports Complex - SOC Creve Coeur Park - SOC Dardene Prairie HS - BSB.Pickleball

Fast Buchanan HS - FB Festus HS - BSB Henry HS - FB Macon HS - BSB Mound City HS - FB Osceola HS - FB.TRK.Parking Owensville HS - BSB

Sherwood Cass HS - FB.BSB.SB Springfield Public School - BSB Springfield Soccer Complex - SOC

West County HS - BSB Willard HS - FB.SOC.BSB

Putnam County - SB

William Jewell College - BSB.SB.SOC

NEBRASKA

Alma HS - FB

NEVADA

Cristo Rey St. Viator College Prep - SOC

Dayton HS - FB

Desert Breeze Park - Skate Park.BB.SOC.SB.HOCK

Fernley HS - FB

Hollywood Park - SOC

Lake Mead Christian Academy - FB.BSB

Sandy Valley - Multi Yerington HS - FB

NEW MEXICO

LaMesa Rec - BSB Los Lunas HS - BSB.SB Mesquite Park - BSB Potter Memorial - BSB

NEW YORK

McDonough Memorial Park - BSB

NORTH CAROLINA

Ardrey Kell Relief HS - FB.BSB.SB.TEN

Avery County HS - FB

Barclays Downs Swim & Racquet Club - Pool

Bethlehem Park - SOC.SB.TEN.PB

B Everett Jordan Elementary School - BSB

C35 Sports Complex - BSB Camp Outdoor Horse Arena Carolina Day School - SOC.TRK

Central Academy of Technology & Arts - BSB.SB

Charlotte Christian HS - FB.SOC Charlotte County Day School - TEN City of Durham, Campus Hills - Multi City of Whiteville, Rec Center - BSB.SB

City Park Complex - Multi Cuthbertson HS - FB Davidson Park YMCA - SOC Durham Nativity Athletic - SOC Ecusta Sports Complex - Multi

Fairchild Park - PB Forest Hills HS - FB Forestview HS - FB

Gamewell Optimist Park - LL Fields

Grace Christian HS - BSB Greene Central HS - TEN Harding HS - TEN

Hendersonville Country Club - TEN

Henry Fork Park - SOC Jennings Park - BSB.SB.SOC John Moore Horse Riding Ring Jones Senior School - BSB.SB Kings Mountain YMCA - BSB.SOC

Kiwanis Park - BSB Lake Norman HS - TEN Mack Cook Stadium - SOC Mars Hill University - FB Marvin Ridge HS - FB Maynard Aquatic Center Middleton Park Oak Island - SB

Mitchell HS - BSB.SB

Mooresville Fire Training Center North Brunswick HS - FB

North Carolina Leadership Academy - FB.BSB.SB

North Henderson HS - BSB.SB

North Iredell HS - FB North Park - BSB

Olde Providence Racquet Club - TEN.PB

Olympic Relief HS - FB Pisgah HS - SB

Pitt County Schools - SB Porter Ridge HS - FB

Providence Day School - LAX.SOC.FH

Robbinsville HS - FB

Selma Burke MS - FB.BSB.SB.TEN

Shelby HS - TEN

South Brunswick HS - FB.TEN South Iredell HS - TEN Spring Valley HS - FB Statesville HS - FB Sun Valley HS - FB.SB Truist Field - BSB

Union Academy Charter - BSB.SB Wake Prep Academy - FB Ware Shoals HS - SB

Watauga Co. Community Rec Center - SB.TEN.BB.PB Watauga Co. Industrial Fields One & Two - BSB.SB



NC continued . . .

Watauga HS - FB.TRK Weddington HS - FB

Wendell Town Park - BSB

West Brunswick S - FB

West Cabarrus HS - SOC

West Charlotte HS - FB.BSB.SB.TEN

West Iredell HS - FB

Western District Park - BSB.SB Yadkin County Schools - TEN

NORTH DAKOTA

Stanley HS - FB

OHIO

Edgewood HS - FB Edison Local HS - FB Enid Championship Field

Fnid - SOC

Enia - SOC

John Glenn HS - FB

Maumee HS - FB

Premiere - SOC

Wapakoneta HS - FB

Willard HS - FB

OKLAHOMA

Bishop Kelly HS - BSB

Canton HS - FB

Children's - BSB

City of Bartlesville - Daniels Fields - SOC City of Bartlesville - Price Fields - BSB.SB

David Allen Ballpark

Dickinson HS - BSB.SB

Enid HS - FB.SB

Hilldale Public Schools - FB

Hominy HS - BSB.SB

Idabel HS - FB

Kellet Park - SB

Ketchum HS - FB.SB

Oklahoma Baptist University - FB.TRK.BSB

Oklahoma University

- Gaylord Family FB Stadium

Shawnee HS - BSB

Stroud HS - BSB

Tulsa Police - Gun Range

Tyrone HS - FB

Valliant HS - BSB

Wagoner HS - BSB.SB

Welch HS - FB.SB

OREGON

Oregon Institute of Technology - SB

RHODE ISLAND

Prout HS - SOC

SOUTH CAROLINA

Carolina Forest Community Church - FB Catawba Park, City of Tega Cay - BSB.SOC Charleston County District 4 Stadium - FB Chavis Wellness Center - FB.TRK City of Dillon Sports Complex - FB.SOC Clover HS - TEN

SC continued . . .

Clemson University

- WcWhorter SB Stadium

Collins Park - TEN

Davis Bailey Park - BSB.Multi

Florence Baptist Temple - SB.Multi

Gaffney Auto Mall

Georgetown County HS's (5) - FB Practice Fields

Gray Collegiate Academy - FB.SOC

Hampton Park Baptist Church - SOC

Horry County, Carolina Forest & South Strand - BSB.Multi

James Island Youth - SOC

Lamar Dixie Fields - BSB

Laurens County Ballfields - BSB.SB

Legion Collegiate Academy - SOC

Lindsay Park - SB

Loftis Field - BSB

Lucy Beckham HS - TEN

Oceanside Collegiate Academy - SOC

Oconee County Schools

- Seneca HS FB.SOC.BSB.SB.TEN
- Walhalla HS FB.SOC.BSB.SB.TEN
- West Oak HS FB.SOC.BSB.SB.TEN

Pinewood Prep School - FB

Presbyterian College - SB

Richland Northeast HS - FB

Ridge View HS - FB

Spell Park - BSB

Spring Valley HS - FB

Ware Shoals HS, Riegel Stadium - BSB.FB

Waverly Park - BSB

Wofford College - SB

York Prep Academy - BSB.SOC

TENNESSEE

Baseball USA Complex - Upper Desk Sports

Memphis Shelby County Schools

- Bolton Stadium
- Cordova Stadium
- JP Freeman Stadium
- Kirby Stadium
- OakHaven StadiumRal Egypt Stadium
- Southwind Stadium
- Washington Stadium

TEXAS

Allen HS - BSB.SB.TRK

Anson HS - FB

Bates Park - SB

Baylor University

- Getterman SB Stadium

- Betty Lou Mays SOC Field

Blum Independent School District - FB.BSB.SB

Bridge City ISD - Larry Ward Stadium

City of Krum - BSB.SB

Clifton HS - FB

Cotton Ranch Sports - Multi

Crockett County HS - FB

Cypress MH ATH Sports Park - SOC

Davis HS - FB

D Hanis ISD - FB.SB.TEN

DeKalb HS - FB.BSB.SB

Dublin - Parking Lot

East Bernard HS - FB



TX continued . . .

Euless Softball World - SB

First Baptist Academy - SB

Forney HS - BSB.SB

Forsan ISD - TEN

Fort Bend HS - Multi

Fort Hood - FB.BB.Parking

Friendswood HS - FB.BSB.SB

Galena Park ISD - FB

Granger ISD - SB

Grapeland HS - SB

Hill College - SB

Hooks ISD - FB

Iron Horse Rail Yard

Joaquin ISD - FB

Kennedy ISD - FB

Lakeside Park - SB

Laporte NW Park - SB

Latexo HS - BSB.SB

Little Cedar - BSB.SB.SOC

Lindale HS - TEN

Lovelady HS - FB

Marshall HS - FB

Maypearl HS - FB

Meadows Place - BSB

Newcastle ISD - FB.TRK

Ovilla Christian HS - FB.BSB

Parks @ Texas Star - BSB

Pearland Sports Park - SOC

Ponder HS - BSB

Quinlan HS - FB

Reagan ISD - FB

Rice University

Reckling Park BSB Stadium

- Holloway Field - SOC

Wendel D. Ley Track

Sabinal HS - BSB.SB

Saint Jo HS - BSB

Scrapyard Sports Complex - BSB

Seadrift - BSB

Seminole ISD - SB

Shiner Starplex - BSB

Stephenville ISD Stadium - FB

Sundown HS - FB.BSB.SB

Sunset - SOC

Tarpey Park - BSB

Texas City Goddard Park - SB

Thorndale - BSB

Tidehaven HS - FB

University of Texas @ Austin Whitaker - TEN

Valley Mills HS - FB

Van Alstyne - FB

Veritas Academy - BSB

Wall HS - TEN

Wharton HS - SB

Wharton Junior College - BSB

Wildorado HS - FB

Willis ISD - Barton A. Yates FB Stadium

UTAH

Rees Pioneer Park - BSB.SB

University of Utah - FB Practice Facility

WSD Heber City HS - FB

VIRGINIA

Emory & Henry College - SOC.TRK

Evergreen Sportsplex - Multi

Galileo Magnet School at John M. Langston Focus School - FB

Patrick County HS - FB.BSB.SB.TEN

Pittsylvania County Schools

- Chatham HS FB.BSB.SB.SOC.TRK
- Dan River HS FB.BSB.SB
- George Washington HS BSB
- Gretna HS FB.BSB.SB
- Tunstall HS FB.BSB.SB

WASHINGTON

Pangborn Airport

WEST VIRGINIA

Mingo Central HS - BSB

Tug Valley HS - BSB.SB

WISCONSIN

Coming Soon!

WYOMING

CamPlex Rodeo

Other...

Kainji Airbase - Nigeria





Part E - Signature Forms AEPA 025-A Athletic Field Lighting

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Responding Company" (i.e. one PDF document for all signature forms).
- 4. Submit Part E, along with other required documents in Bonfire.

The following sections will need to be completed prior to submission as <u>one (1), single PDF</u> titled "Part E – Signature Forms – Name of Responding Company".

<u>Uniform Guidance "EDGAR" Certification Form</u> – *signature required Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

^{*}Note, a solicitation checklist has been provided to review with your submission.

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	YES, I agree	
2. Termination for Cause of Convenience	YES, I agree	
3. Equal Employment Opportunity	YES, I agree	
4. Davis-Bacon Act	YES, I agree	
5. Contract Work Hours and Safety Standards Act	YES, I agree	
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	
8. Debarment and Suspension	YES, I agree	
9. Byrd Anti-Lobbying Amendment	YES, I agree	
10. Procurement of Recovered Materials	YES, I agree	
11. Profit as a Separate Element of Price	YES, I agree	
12. General Compliance with Participating Agencies	YES, I agree	
13. Governing Law; Forum Selection.	YES, I agree	

GeoSport Lighting Sytems, LLC Name of Business	
Willer H Sho	
Signature of Authorized Representative	
William Smith, President	
Printed Name	
09/11/2024	
Date	

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

7080 Saint Gabriel Ave., Suite B	
Mailing Address	
Saint Gabriel, LA, 70776	
City, State, Zip	
09/11/2024	
Date	
	Mailing Address Saint Gabriel, LA, 70776 City, State, Zip 09/11/2024

Association of Educational

Acceptance of Solicitation & Contract Award

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	GeoSport Lighting Systems, LLC	Date	09/11/2024	_
Address	7080 Saint Gabriel Ave., Suite B	City, State Zip	Saint Gabriel, LA 70776	
Contact Person	William "Bill" Smith	Title	President	
Authorized Signature	4 July H Sho	Title	President	
Email	b.smith@geosportlighting.com	Phone	(517) 607-5360	

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)		3/1/2025	Or	

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
	Part E - Signature Forms - Name of Responding Company Includes: • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - Name of Responding Company	Upload PDF	Required.
	Exhibit A - Marketing Plan - Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

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EXHIBIT A – MARKETING PLAN

IN-HOUSE MARKETING DEPARTMENT

Hellas has a robust in-house marketing department located at our corporate headquarters in Austin, Texas that produces and manages all company marketing materials, collateral, and campaigns both print (we have in-house printing capabilities) and digital. The marketing team regularly shares news via press releases through PR Newswire and has a large social media presence on Facebook, LinkedIn, Twitter, Instagram, YouTube, and Vimeo. Hellas will use these social media outlets to announce a new AEPA Athletic Lighting contract.

Hellas can co-brand Hellas and our AEPA contract on any of our marketing materials for use at trade shows, e-mail blasts and distribution by our sales team. Below is an example of a brochure created in-house by Hellas' marketing team for an AEPA member agency.





WEBSITE

Hellas' website has a page dedicated to our cooperative purchasing partnerships. There is a link where visitors can be led directly to our page on AEPA's website.

SALES MEETINGS

Hellas' sales team meet regularly where they are provided with updates and continuing education on our AEPA cooperative contracts. These Sales Meetings are integral to reinforcing the central focus of our sales efforts -which is to utilize cooperative purchasing as a sales tool. Our sales team is equipped with marketing materials for use when meeting with customers or when communicating via email or social media outlets.

NEW EMPLOYEE TRAINING

New employees are educated one-on-one on the benefits of our AEPA contracts, and we ensure they understand the cooperative purchasing process and are familiar with the AEPA member agency, its employees, and are required to reach out and keep regular contact with the AEPA member agency in their territory.

IN-HOUSE COOPERATIVE DEPARTMENT

Hellas has a dedicated Director of Cooperative Purchasing (Ruth Hawley) and Cooperative Partnership Manager who are focused solely on promoting our cooperative contracts and maintaining a strong and familiar working relationship with AEPA member agencies. As a current AEPA vendor, we have collaborated with AEPA member agencies to co-partner on events and

marketing materials. For example, Hellas is an annual sponsor at Greenbush's annual Superintendent event, we attend GRREC's roundtable sessions each year, we partnered with Wilson Education Center at a ribbon cutting ceremony at a new synthetic turf field in Salem, Indiana and produced a great video for Hellas and Wilson Education can utilize.

Our Cooperative Partnership Manager, Jeremy Dombek, joined Ruth Hawley in 2024 to maintain and grow our national presence and ensure our Business Development Managers foster and maintain their relationships with each AEPA member agency by keeping in constant communication and leading with our AEPA contracts in each AEPA member state. This will be done through marketing materials promoting the member state and Hellas' AEPA contracts, attending targeted tradeshows, sponsoring events such as ribbon cutting ceremonies, producing videos which Hellas has can produce in house. The following is a link to our most recent video promotion of an awarded AEPA contract which is an illustrative sample of events and videos we can partner on: https://youtu.be/yzUPJazW80k.

AEPA MEMBER AGENCY EVENTS

Hellas has attended the below AEPA member agency sponsored and/or recommended events in the past:

- ESCNJ Vendor Expo
- Ohio EPC Vendor Fair
- CESA Purchasing Summit, WI
- KCDA Vendor Expo
- PAEC Leadership Conference, FL
- (CASE) Colorado Association of School Executives Conference
- Greenbush/KS Association of Public Purchasing Reverse Vendor Fair
- Greenbush Vendor Summit
- CES Facility Manager's Workshop
- CT CASBO (Association of School Business Officials

TRADESHOW ATTENDANCE

The marketing department works closely with our expansive national sales team (please refer to to provide presentation materials, trade show materials, and marketing collateral that are customized to each representative's sales territory and its member agencies. Each year, Hellas' sales team and marketing department attend more than 50 trade shows, conventions, and conferences across the country. Notable events include the following:

ABCA	American Baseball Coaches Association
AFCA	American Football Coaches Association
MAAA	Mississippi Athletic Administration Association
USC Assoc.	United Soccer Coaches
THSBCA	Texas High School Baseball Coaches Association
STMA	Sports Turf Managers Association

LHSAA	Louisiana High School Athletic Administrators		
TASA	TASA Mid-Winter Conference		
CASE	Colorado Association of Educators		
AASA	The School Superintendents Association		
TRAPS	Texas Recreation & Parks Society		
LSBA	Louisiana School Boards Association		
NSPMA	National School Plant Management Association		
NAIS	National Association of Independent Schools		
TASBO	Texas Association of School Business Officials		
AHSAA	ARKANSAS HIGH SCHOOL ATHLETIC ADMINISTRATION		
CPRS	California Parks and Recreation Society		
PSADA	Pennsylvania State Athletic Directors Association		
THSADA	Texas High School Athletic Directors Association		
NSBA	National School Boards Association		
UFOMA	Utah Facilities Operation & Maintenance Association		
WRPA	Washington Recreation & Park Association		
OSFMA	Oregon School Facilities Management Association		
NCEA	National Catholic Educational Association		
CADA	Colorado Athletics Directors Association		
FIAAA	Florida Interscholastic Athletic Administrators Association		
CCOSA	Cooperative Council for Oklahoma School Administration		
NACDA	National Association of Collegiate Directors of Athletics		
TAPPS	Texas Association of Private and Parochial Schools		
TEPSA	Texas Elementary Principals and Supervisors Association		
THSCA	Texas High School Coaches Association		
AAEA	Arkansas Association of Educational Administrators		
APRA	Arizona Parks and Recreations Association		
FRPA	Florida Recreation & Parks Association		
NMPR	New Mexico Parks and Recs Association		
AIAAA	Arizona Interscholastic Athletic Administrators Association		
NRPA	National Recreation and Park Association		
WAMOA	Washington Association of Maintenance and Operation Administrators		
TASA/TASB	Texas Association of School Admin/School Boards		
CPRA	Colorado Parks and Recreation Association		
TML	Texas Municipal League		
NCRPA	North Carolina Recreation & Park Association		
GCSCCS	Green California Schools and Community Colleges Summit		
SAIS	Southern Association of Independent Schools		
OSBA	Oregon School Board Association		
OSBA	Ohio School Board Association		
WSSDA	Washington State School Directors Association		
NCSBA	North Carolina School Boards Association		
CEPCPO	Cooperative Purchasing Expo		

CSBA	California School Boards Association
ASBA Tech	American Sports Builders Association Technical Meeting
NMSBA	New Mexico School Board Association
ASBA/ASA	Arizona School Boards Association
NIAAA/NADS	National Athletic Directors Show



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	9					
PRODUCER Hub International Midwest West 55 East Jackson Boulevard		CONTACT NAME: PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): 312-922-5358				
Suite 14th Floor	License#: 100290819	E-MAIL ADDRESS: csuconstruction@hubinternational.com				
Chicago IL 60604		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: Westchester Surplus Lines Insurance	10172			
INSURED	TOUCTOP-01	INSURER B: Illinois Union Insurance Company		27960		
Hellas Construction, Inc. 221 Sunpac Ave		INSURER C : Liberty Mutual Fire Insurance Compar	23035			
Henderson, NV 89011		INSURER D: LM Insurance Corporation		33600		
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 1982220344	REVISION NUM	MRFR.			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	INSR ADDLISUBR POLICY EFF POLICY EXP						
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
С	X COMMERCIAL GENERAL LIABILITY		EB2-681-054704-034	6/30/2024	6/30/2025	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:						\$
С	AUTOMOBILE LIABILITY		AS2-681-054704-044	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	UMBRELLA LIAB X OCCUR		G48660526	6/30/2024	6/30/2025	EACH OCCURRENCE	\$4,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
	DED X RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WA5-68D-054704-014 WC5-681-054704-024	6/30/2024 6/30/2024	6/30/2025 6/30/2025	X PER OTH- STATUTE ER	
	AND EMPLOTERS LIBILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC3-001-034704-024	0/30/2024	0/30/2023	E.L. EACH ACCIDENT	\$2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$2,000,000
						E.L. DISEASE - POLICY LIMIT	\$2,000,000
В	Pollution/Professional Liability		COOG72567857002	3/5/2024	3/5/2025	Per Claim/Agg Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION			
For Bidding Purposes X	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
X NV 01234 USA	Sut with the second sec			

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE Name of Person or Organization:
All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's
sole negligence. Location And Description of Completed Operations:
Additional Premium:
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".
Countersigned by Authorized Representative

CG 20 37 10 01

Issued

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations	
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Countersigned by

Authorized Representative

Issued

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations	
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- **1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number: EB2-681-054704-034

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - **b.** A sidetrack agreement;
 - c. Any easement or license agreement;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1	Newly	∆cauired.	or Formed	Organizations
I.	INEWIY A	Acquired	or connea	Organizations

- II. Employees as Insureds
- III. Lessor Additional Insured and Loss Payee
- IV. Supplementary Payments Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible Single Deductible
- XI. Physical Damage Deductible Glass
- XII. Physical Damage Deductible Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- **A.** There is no similar insurance available to that organization;
- **B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- **A.** Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- **B.** For any "leased auto" that is a covered "auto" under **SECTION II COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - **1.** You.
 - 2. Any of your "employees" or agents; or
 - **3.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

- 1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
- 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

- **1.** If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- **E.** The lessor is not liable for payment of your premiums.
- **F.** For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II COVERED AUTOS LIABILITY COVERAGE does not apply.
- **B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- **a.** In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - The actual cost to repair or replace such covered "auto" with other property of like kind and quality;
 or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- **B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- **b.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household; or
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, **SECTION V DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- **A.** For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- **B.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- **C.** Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred; or
 - 2. \$30 per day with a maximum of \$900 in any one period.

- **D.** This coverage does not apply:
 - 1. While there are spare or reserve "autos" available to you for your operations; or
 - 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 - 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - **b.** For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
- **2.** Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- **b.** While on a trip into Mexico for 10 days or less.
- 2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- 2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium

Liability Physical Damage Total Premium

XVIII. Drive Other Car LIAB MP UM UIM COMP COLL Name of Individual

XX. Notice of Cancellation or Nonrenewal Name and Address

Number of Days

Policy Number: AS2-681-054704-044

Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s):

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Construction Project(s) or Designated Location(s):		
Total Aggregate Limit for all Projects and Locations:	\$	

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
 - 1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds:
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 - 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

- 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I Coverage A and all medical expenses caused by accidents under Section I Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
- 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
 - "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No. 0001

State

Policy No. WA5-68D-054704-014

Insured TCG US ACQUISITION CO, LLC

Countersigned by Sub- Al-

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(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No. 0001

State WI

Policy No. WC5-681-054704-024

Insured TCG US ACQUISITION CO, LLC

Countersigned by Sub- MC

WC 00 03 13

(Ed. 4-84)

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Enter Business Branch locations, if any. Include address, city, state, city, zip, phone number

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One Cowboy's Way. Suite 180	25700 IH-45 North	
Frisco, Texas 75034	Suite 160	
Call:(469) 287-1450	Spring, TX 77386	
Fax:(469) 287-1475	Call: 1-800-233-5714	
Auto Attendant:(469) 287-1476	Fax: (512) 250-1960	
Hellas Construction Inc Western Region	Hellas Construction Inc Northwest Region	
5135 Avenida Encinas Suite A	23104 57th Avenue West	
Carlsbad, CA 92008	Mountlake Terrace, WA 98043	
Call: (760) 891-8090	Call: (425) 835-0315	
Fax: (844) 274-1494	Fax: (425) 835-0679	
Hellas Construction Inc El Paso, Texas	Hellas Construction Inc San Antonio, Texas	
8260 North Loop Dr.	2312 South Loop 1604 West	
El Paso, TX 79907	San Antonio, TX 78264	
Call: 1-800-233-5714	Call: 1-800-233-5714	
	Fax: (512) 250-1960	
Hellas Construction Inc Miami, Florida	Hellas Construction Inc Las Vegas, Nevada	
1401 North University Drive, Suite 501	221 Sunpac Avenue	
Coral Springs, FL 33071	Henderson, NV 89011	
Call: 1-800-233-5714	Call: 1-800-233-5714	
Fax: (512) 250-1960	Fax:(512) 250-1960	
Hellas Construction Inc Glendale, Arizona	Hellas Construction Inc Boardman, Ohio	

755 Boardman - Canfield Rd. Ste: F8

Boardman, OH. 44512

Call: 1-800-233-5714

Fax: (512) 250-1960

Hellas Construction Inc. - Wichita, Kansas

1440 E English Street Wichita, KS 67211 Call: 1-800-233-5714 Fax: (512) 250-1960

In addition to the above, we also have Business Development Managers with home offices in the following states: CO, MO, NC, PA, OH, OK, TN



1.9.1 Actions v. Hellas

PRIVILEGED & CONFIDENTIAL

As the nation's largest fully vertically integrated sports contractor, Hellas specializes in the manufacturing, construction, and installation of sports surfaces and amenities and is operational on hundreds of projects in various locales and jurisdictions on an annual basis for both public and private entities, generating more than \$400,000,000 per year. The details described below regarding litigation matters over the last ten (10) years account for a very small proportion of Hellas' overall global operations. Although Hellas endeavors to resolve or settle disputes outside of formal legal proceedings, given the nature of the company's complex corporate structure and the obligations to its shareholders and stakeholders, from time-to-time Hellas is left with no other alternative than to defend or exercise its rights through judicial means. For questions regarding this document or litigation matters described herein, please contact Hellas' in-house legal counsel at (512) 250-2910, ext. 2238 or abryan@hellasconstruction.com.

HELLAS CONSTRUCTION, INC. vs. HB CONSRUCTION, INC. Nature: Texas – 2019 filed matter. Outcome: Confidential settlement, favorable to Hellas.

PENDING LITIGATION

Hellas currently has other varying litigation matters it is currently defending (auto accidents; commercial contract (not relating to construction); intellectual property and employment) which are pending in various United States court jurisdictions. There are no current arbitration matters, in addition to any judgments or claims (including any for public project disbarment or retainage or bonds) against the company or its officers or owners. Because these litigation matters are still ongoing, and to protect Hellas' attorney-client privilege, under the guidance of Hellas' legal counsel, it is neither permitted to describe nor discuss in greater detail the nature of the various causes of actions, except to the extent described herein. For those matters not otherwise listed, are closed (or resolved) in which such matters due to legal obligations Hellas, under the guidance of its legal counsel, is not permitted to describe in greater detail. Additional information can be provided upon request.

THREE RIVERS ISD V. HELLAS CONSTRUCTION, INC.; HELLAS CONSTRUCTION, INC. (3rd Party Plaintiff) V. ADS MARTIN, L.L.C.; AK CONTRACTING, LLC; AMERICA'S NATIONWIDE NETTING, INC. d/b/a NETS OF TEXAS; WILLIAM L. BOUCHILLON; LONE STAR SPORTS EQUIPTMENT d/b/a KEY ENTERPRISES, LLC; LONGHORN ELECTRICAL SERVICES, INC.; ROCKING B TILE (JODIE PARR); RICE PLUMBING, INC.; SAN ANTONIO FLOOR FINISHERS, INC.; TECHLINE SPORTS

LIGHTING, LLC; AND WTL BUILDERS INC. d/b/a TEXAS FENCE COMPANY (3rd Party Defendants)

Nature: Texas – 2019 field matter (dismissed at the request of the ISD); 2022 re-filed matter by the ISD. Plaintiff sued Hellas for alleged defects in the athletic facilities Hellas constructed in two phases between 2012 and 2016. Hellas has filed third party petitions against subcontractors related to this litigation. The ISD never made any claims for warranty work. Hellas intends to contest the district's claim vigorously because minimal defects were identified by an expert. The majority of the issues currently under dispute relate to failure to perform proper maintenance, which again, no claim ever notified to Hellas by the district.

Status: Litigation pending.

GALVAN BUILDERS CONSTRUCTION COMPANY, INC. V. LIBERTY MUTUAL INSURANCE COMPANY AND HELLAS CONSTRUCTION, INC.

Nature: Texas – 2021 filed matter. Breach of contract filed by Plaintiff to recover outstanding monies retained by district as liquidated damages for project delays. This is a passthrough claim filed by Galvan as subcontractor (cause of delay) for recovery of those LDs withheld.

Status: Litigation pending.

MARTIN VELA D/B/A GRESLIM CONSTRUCTION, LLC V. HELLAS CONSTRUCTION, INC. AND CITY OF MCALLEN and related case – FILEGONIA SITE CONTRACTORS, LLC V. GRESLIM CONSTRUCTION, LLC AND HELLAS CONSTRUCTION, INC.

Nature: Texas – 2021 filed matter. On the initial matter, breach of contract filed by Plaintiff for remainder of subcontract value. Hellas counterclaimed against Plaintiff for its breach of subcontract obligations and excess contract completion costs and lack of payments to sub-tiers. Related suit by a second-tier subcontractor for an unpaid invoice by Defendant-Greslim.

Status: Litigation pending.

BRENTWOOD SCHOOL v. DEL AMO CONSTRUCTION, INC.; DEL AMO CONSTRUCTION, INC. (Cross-Complainant) v. BRENTWOOD SCHOOL, ET AL. (28-OTHER ENTITIES, INCL. HELLAS CONSTRUCTION, INC.) (Cross-Defendants)

Nature: California – 2022 filed matter. Hellas is a 3rd Party Defendant, made part of broader GC design suit filed by school district alleging construction defect on the part of the GC. Hellas scope was limited to installation of soccer turf and sprinkler system (performed by sub-tier), none of which are directly claimed as having a defect.

Status: Litigation pending.



1.2.11 Business Development Managers

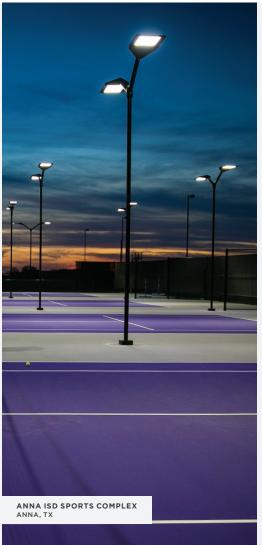
Number of Sales Reps	City	State
1	Dadeville	Alabama
1	Phoenix	Arizona
1	San Diego	California
1	Palm Desert	California
1	Denver	Colorado
1	Miami	Florida
2	Wichita	Kansas
1	Indianapolis	Indiana
1	Las Vegas	Nevada
1	Chapel Hill	North Carolina
1	Cleveland	Ohio
1	Oklahoma City	Oklahoma
1	Pittsburg	Pennsylvania
1	Berlin	New Jersey
1	Nashville	Tennessee
2	DFW	Texas
1	Houston (Spring)	Texas
1	San Antonio	Texas
3	Austin	Texas
1	Rio Grande Valley	Texas
1	El Paso	Texas
1	Lubbock	Texas

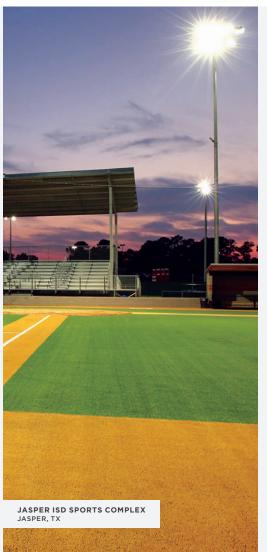
1	Granbury	Texas
1	Seattle	Washington
1	Ashburn	Virginia
29	TOTAL	







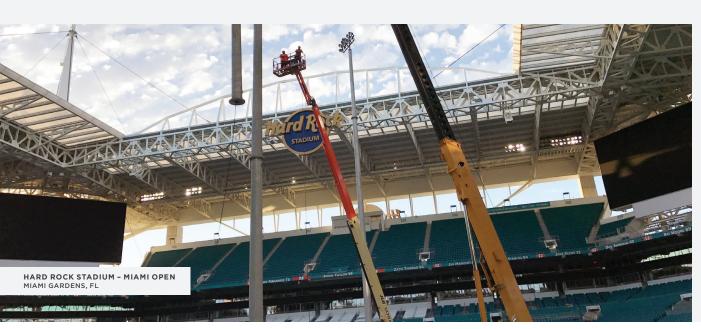






HELLAS SPORT LIGHTING DIVISION

Hellas Construction, the nation's leading turnkey sports construction firm, is the only sports surfacing contractor to offer a dedicated Lighting Division to its clients. Through one contract and one point of contact, stadium owners can upgrade all their fields and courts- from the surfaces that athletes use to the lights that enable them to practice and play long after the sun has set. Hellas can handle all athletic venue electrical needs - from retrofits to Design/Build services on new construction projects. Hellas partners with lighting manufacturers across the industry to provide its clients their choice of state-of-the-art lighting systems.







Hellas Construction can upgrade or install sports lighting for stadiums, parks, concessions, parking lots and more. New or retrofitted lighting projects can extend facility hours, eliminate glare, and save energy. Hellas is licensed, bonded, insured, and experienced in all aspects of lighting installation.

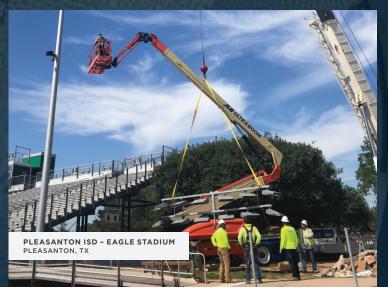
AREAS OF EXPERTISE:

- Design-build services, including retrofit design or new construction
- Pole design and installation
- Precise light laser aiming
- Underground conduit installation by means of trenching or boring
- Electrical design and wiring
- Foundation drilling including rock excavation, casing or slurry
- Warranty service

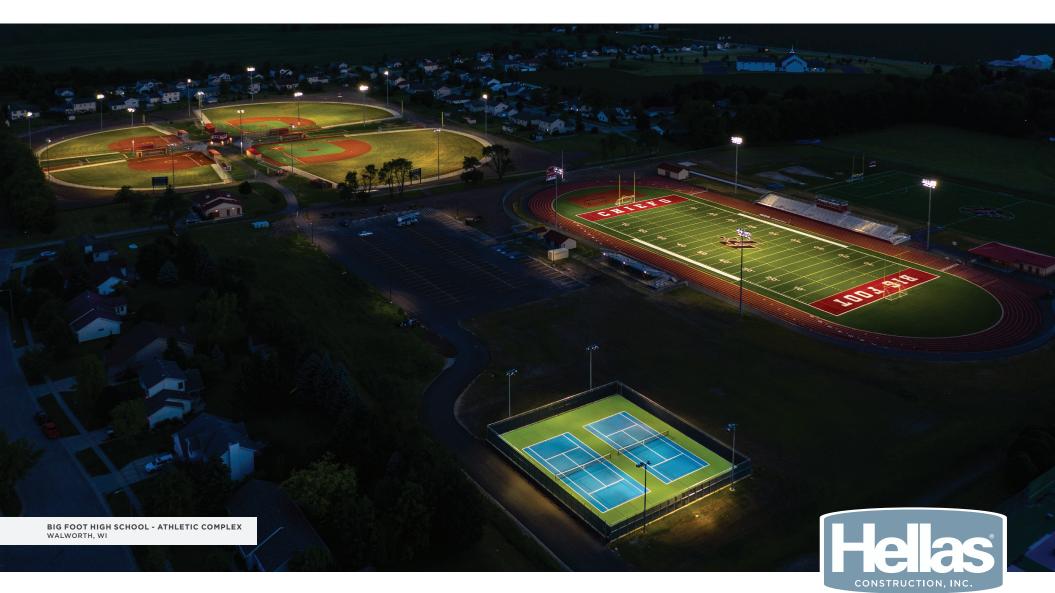








EFFICIENT. INNOVATIVE. BRIGHTER.





Z-600 Floodlight

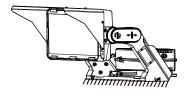
Outdoor LED Sports Luminaire

Product Features

- Die-cast aluminum bracket
- Vertical rotation up to 270°
- 100 mm (3.9 in) horizontal expansion
- IP67 Rating
- 4-pin male and female self-locking for wiring
- · Mirror glass design



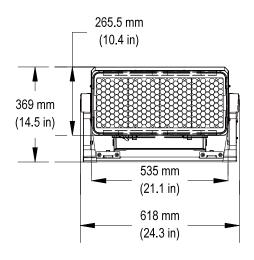




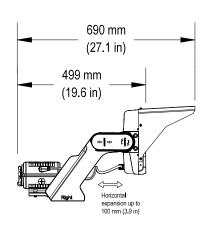


OVERVIE	:W
Beam Angles	10°/30°/60°
Wattage	600W
Weight lb(kg)	39.6 (18)
Efficacy Range (LPW)	120-140

Dimensional Details



FRONT VIEW

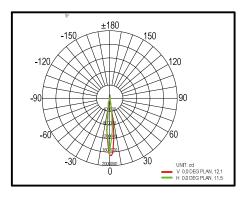


RIGHT PROFILE VIEW

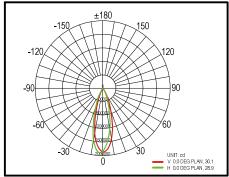


Rev. 9/27/2022

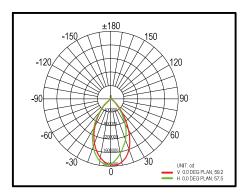
Performance Data Z-600



10 Degree Beam						
Description	5700 K, 70 CRI					
Delivered Lumens	84566					
Efficacy	137					
Watts	617					
IES Type	Type I - Very Short					



30 Degree Beam						
Description	5700 K, 70 CRI					
Delivered Lumens	74827					
Efficacy	124					
Watts	601					
IES Type	Type I - Very Short					



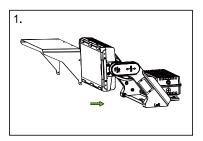
60 Degree Beam						
Description	5700 K, 70 CRI					
Delivered Lumens	74277					
Efficacy	120					
Watts	624					
IES Type	Type I - Very Short					

Electrical Data							
Power Supply	Meanwell Driver						
Input Voltage	AC100-277V/AC240-480V						
Output Voltage	DC48V						
Power Frequency	50/60 Hz						
Power Efficiency	92%						
Power Factor	0.95						
Surge	10kV/20kV						
Total Harmonic Distortion	<15%						

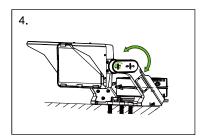
Other Data

- L70 Calculated Life: >50,000 Hours
- IP67 Rated Waterproof Luminaire
- Operating Temperature up to 50°C
- System Efficiency: >90%
- Polycarbonate Lens
- Die-cast Aluminum Heat Radiator
- Carton Dimensions: 662x578x330mm (26x23x13 in)

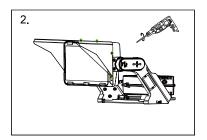
Mounting Directions Z-600



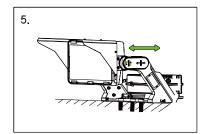
Take visor from the box and align the mounting holes with the luminaire cover holes.



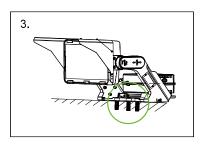
Use a wrench to loosen hexagon head screws and adjust luminaire to suitable angle. Then, tighten screws to secure luminaire in place.



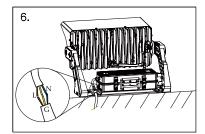
Take screws and firmly lock visor on luminaire cover holes.



Adjust horizontally as needed.



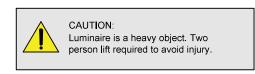
Adjust hole positions on the bracket according to the size chart provided. Then, secure the bracket with screws.



Finish wiring inside the junction box, distinguishing between positive and negative poles and grounding wire.

Wiring Diagram







LED Sports Lighting Proposal

LUMASPORT 8



OPTIMIZED PERFORMANCE LIGHTING



LOWEST TOTAL COST OF OWNERSHIP IN THE INDUSTRY.

The LUMA**SPORT 8** luminaire combines interchangeable modular power, controls, and easy-to-install mounting options to deliver the optimum lighting system solution for every unique indoor and outdoor sports lighting venue with industry-leading reliability.



EPHESUS FIRSTS

2012

First to light a professional venue with high-output LED

2013

First NCAA basketball and hockey arenas with LED

2014

First to light an NFL stadium with LED

2014

First to incorporate individual lighting control

2015

First to introduce color temperature tuning and wireless control technology

2016

First company with RGB LED technology

2017

First company to introduce beam tuning technology

2018

First integrated RGB and instant upgrade capability (Lumadapt)

2019

First with integrated control systems



Goes Pro...





SPORTS LIGHTING

Lighting of Champions

























2(1) 16 2(1) 18 2(1) 21







Project	Catalog #	Туре	
Prepared by	Notes	Date	



Interactive Menu

- · Dimensional Details page 1
- Ordering Information page 2
- Dimensional and Mounting Details page 3
- Visor (VHE) Configuration page 4
- Performance Data page 5
- · Optical Performance Data page 6
- Ordering Information for Accessories page 8
- · Accessory Dimensions and Part Details page 9
- Example System Topology page 12

Ephesus

LUMASPORT 8

White LED Sports & Entertainment Luminaire

Typical Applications

Pro Arenas • University & Collegiate Arenas • University & Collegiate Stadiums • Multi-Event & Convention Centers • Gymnasiums & Field Houses

Product Certification







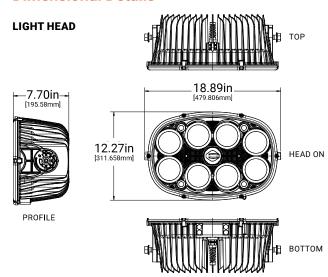


Top Product Features

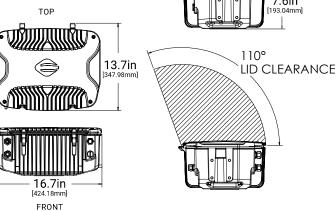
- 55,000 or 90,000 lumen output options
- · Glare and cutoff control via Hybrid Reflector and TIR Optical System
- · Reduce install time with pre-aimable two-piece assembly
- Virtually eliminate maintenance with power redundancy
- · Industry leading light source reliability with Chip-on-**Board LEDs**
- Greater than 92% lumen maintenance at 55,000 hours
- Wireless AirMesh, Wired DMX or sACN controls options to suit your needs

PROFILE

Dimensional Details



DRIVER BOX





7.6in



Order Information

NOTE: A complete fixture order requires a selection entry for **Brand, Family, Model, Power Configuration, Color, CCT, CRI, Optic, Light Head Cable (DC), Voltage, Control, Mount Configuration, Power Cable (AC), Options, Packaging, & International Option.**SAMPLE ORDER NUMBER: **EPH-LS-08-0320L-BLK-40-70-1S-C04-HV-LB-LY-A00-HEG-BP-ST**

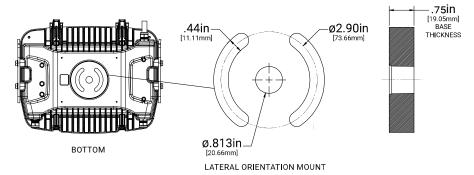
Brand	Family	Model	Power Configuration	Color	ССТ	CRI	Optic	Light Head Cable (DC)
Brand	Family	Model	Power Configuration	Color ²	сст	CRI	Optic ³	Light Head Cable (DC) ⁵
EPH = Ephesus	LS = Lumasport	08 = 8 Optics	0320L = 320W Local Power ¹ 0640L = 640W Local Power ¹	BLK = Black WHT = White	40 = 4000K 50 = 5000K 57 = 5700K	70 = 70 CRI 80 = 80 CRI	1S = NEMA 3 17.5 33.3 2S = NEMA 3 21.9 40.2 3S = NEMA 3 25.4 45.7 4S = NEMA 4 36.0 64.4 5S = NEMA 5 46.6 82.6 7F4 = NEMA 7 72.5 131.0	C04 = 4ft Cable, Standard C10 ⁶ = 10ft Cable, Catwalk Bracket
			Notes: (1) Local Power means that the light head is attached to the driver box with the yoke or pendant mount.	Notes: (2) Not coastal rated. Contact Ephesus for coastal fixture options.			Notes: (3) Optic = NEMA TYPE; BEAM ANGLE; FIELD ANGLE. Additional optical performance data within spec sheet. (4) 7F = NEMA 7 Optic only available with 0320L = 320W Local Power configuration.	Notes: (5) DC Cable connecting the light head to the driver box. (6) C10 = 10ft Cable is intended to be used with the Ephesus Catwalk Bracket

Voltage	Control	Mount Configuration	Power Cable (AC)	Options	Packaging	International Option
Voltage	Control	Mount	Power Cable (AC) ⁷	Options	Packaging	International Option
LV = Low Voltage HV = High Voltage	NC = No Control AM = Wireless AirMesh LB = Wired DMX	LY = Local Yoke LP = Local Pendant	A00 = No Cable, Standard A04 = 4ft Cable A10 = 10ft Cable A15 = 15ft Cable	HEG = No Visor High Efficiency Glass Lens VHE = Visor High Efficiency Glass Lens	BP = Bulk Pack UP = Unit Packaging	ST = Standard
			Notes: (7) AC Cable connecting the Driver Box to the electrical			

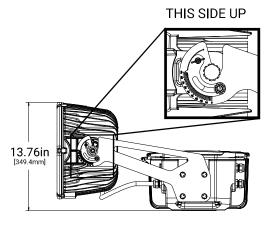


Dimensional and Mounting Details

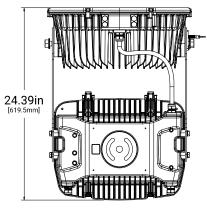
MOUNTING: DRIVER BOX



MOUNTING CONFIGURATION: LOCAL YOKE





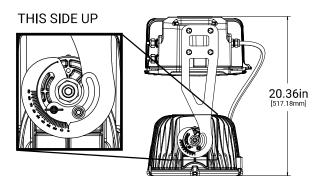


BOTTOM: LATERAL ORIENTATION MOUNT

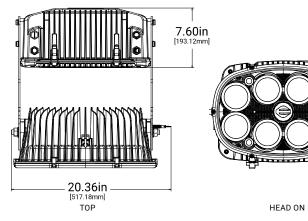


HEAD ON

MOUNTING CONFIGURATION: LOCAL PENDANT

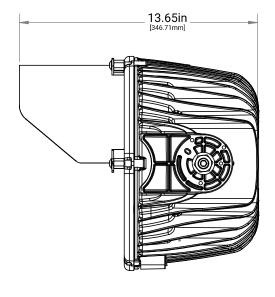


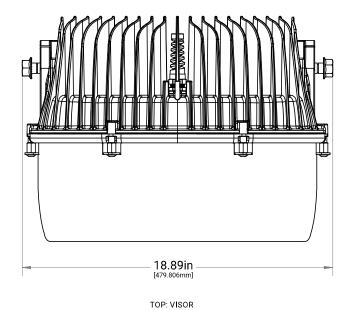
LEFT PROFILE



13.73in [348.81mm]

VHE Visor Option





LEFT PROFILE: VISOR

NOTES:

The addition of a visor adds 1lb of material to the luminaire weight.

Performance Data¹

	LUMASPORT 8 (320W)	LUMASPORT 8 (640W)
Lumen Output Range ²	48,303 - 55,419 l m	80,572 - 92,929 l m
Nominal Power ³	340W	680W
Input Voltage (Low Voltage)	120-277VAC	120-277VAC
Input Voltage (High Voltage)	347-480VAC	347-480VAC
Efficacy Range ²	140.4 - 163.5 lm/W	117.5 - 139.3 lm/W
CRI ⁴	70,80	70, 80
TLCI ⁵	75	75
CCT Range	4000K, 5000K, 5700K	4000K, 5000K, 5700K
Distribution (NEMA)	3-5,7	3-5
Dimming Range	DIM TO OFF, 10%-100%	DIM TO OFF, 10%-100%
Operating Temperature Range	-40°C to +40°C	-40°C to +40°C
Usage	INDOOR, OUTDOOR⁴	INDOOR, OUTDOOR ⁶
Mounting Options (3G RATED)	LOCAL YOKE; LOCAL PENDANT	LOCAL YOKE; LOCAL PENDANT
Electrical Certifications	FCC, UL8750, UL1598, DLC Standard (NANQSV)	FCC, UL8750, UL1598, DLC Standard (NANQSV)
Environmental Certifications	ANSI C136.31-2010 3G, IP66, NEMA4X ⁷	ANSI C136.31-2010 3G, IP66, NEMA4X ⁷
Surge	10kV	10kV
Effective Projected Area (EPA)	1.8 (sq. ft.)	1.8 (sq. ft.)
Effective Projected Area (EPA) with Visor (VHE)8	1.8 - 2.5 (sq. ft.)	1.8 - 2.5 (sq. ft.)
Approximate Weight®	67.5 LBS	71.5 LBS

- (1) Specifications are subject to change without notice.
 (2) Refer to Optical Performance Data.
 (3) Values are +/- 4% when fixture is operated at 25°C ambient
 (4) Values are +/- 2%
 (5) Values are +/- 3 points.
 (6) When driver box is mounted in upright position.
 (7) Light head meets NEMA4X Certification
 (8) EPA may vary depending on the aiming angle of the fixture.
 (9) Weight may vary depending on mounting bracket, VHE Visor option, light head and driver box selection.

Optical Performance Data (HEG Configuration Option)

		LUM	ASPORT 8	(320W) Lu	men Output	s		
Optic	NEMA TYPE	CRI	сст	Lumens	Input Power (W)	Lm/W	Beam Angle	Field Angle
18	NEMA 3	70	4000K	53987	346	156.0	17.5	33.3
			5000K	54903	346	158.7	17.5	33.3
			5700K	53943	346	155.9	17.5	33.3
		80	4000K	50877	346	147.0	17.5	33.3
			5000K	51822	346	149.8	17.5	33.3
			5700K	50916	346	147.2	17.5	33.3
2S	NEMA 3	70	4000K	54494	339	160.7	21.9	40.2
			5000K	55419	339	163.5	21.9	40.2
			5700K	54450	339	160.6	21.9	40.2
		80	4000K	51346	339	151.5	21.9	40.2
			5000K	52308	339	154.3	21.9	40.2
			5700K	51400	339	151.6	21.9	40.2
38	NEMA 3	70	4000K	53275	344	154.9	25.4	45.7
			5000K	54179	344	157.5	25.4	45.7
			5700K	53232	344	154.7	25.4	45.7
		80	4000K	50200	344	145.9	25.4	45.7
			5000K	51137	344	148.7	25.4	45.7
			5700K	50209	344	146.0	25.4	45.7
4S	NEMA 4	70	4000K	53419	344	155.3	36.0	64.4
			5000K	54325	344	157.9	36.0	64.4
			5700K	53375	344	155.2	36.0	64.4
		80	4000K	50335	344	146.3	36.0	64.4
			5000K	51275	344	149.1	36.0	64.4
			5700K	50344	344	146.3	36.0	64.4
58	NEMA 5	70	4000K	54338	344	158.0	46.6	82.6
			5000K	55260	344	160.6	46.6	82.6
		L	5700K	54294	344	157.8	46.6	82.6
		80	4000K	51202	344	148.8	46.6	82.6
			5000K	52158	344	151.6	46.6	82.6
			5700K	51211	344	148.9	46.6	82.6
7F	NEMA 7	70	4000K	51262	344	149.0	72.5	131.0
			5000K	52132	344	151.5	72.5	131.0
			5700K	51220	344	148.9	72.5	131.0
		80	4000K	48303	344	140.4	72.5	131.0
			5000K	49205	344	143.0	72.5	131.0
			5700K	48312	344	140.4	72.5	131.0

		LUM	ASPORT 8	3 (640W) Lu	ımen Outpı	uts		
Optic	NEMA TYPE	CRI	сст	Lumens	Input Power (W)	Lm/W	Beam Angle	Field Angle
18	NEMA 3	70	4000K	85498	686	124.6	17.5	33.3
			5000K	88248	686	128.6	17.5	33.3
			5700K	86402	686	126.0	17.5	33.3
		80	4000K	80572	686	117.5	17.5	33.3
			5000K	83295	686	121.4	17.5	33.3
			5700K	81554	686	118.9	17.5	33.3
2S	NEMA 3	70	4000K	90033	667	135.0	21.9	40.2
			5000K	92929	667	139.3	21.9	40.2
			5700K	90985	667	136.4	21.9	40.2
		80	4000K	84832	667	127.2	21.9	40.2
			5000K	87713	667	131.5	21.9	40.2
			5700K	85888	667	128.8	21.9	40.2
38	NEMA 3	70	4000K	88702	681	130.3	25.4	45.7
			5000K	91555	681	134.4	25.4	45.7
			5700K	89640	681	131.6	25.4	45.7
		80	4000K	83582	681	122.7	25.4	45.7
			5000K	86415	681	126.9	25.4	45.7
			5700K	84550	681	124.2	25.4	45.7
4S	NEMA 4	70	4000K	88659	681	130.2	36.0	64.4
			5000K	91510	681	134.4	36.0	64.4
			5700K	89596	681	131.6	36.0	64.4
		80	4000K	83541	681	122.7	36.0	64.4
			5000K	86372	681	126.8	36.0	64.4
			5700K	84508	681	124.1	36.0	64.4
58	NEMA 5	70	4000K	89953	681	132.1	46.6	82.6
			5000K	92846	681	136.3	46.6	82.6
			5700K	90904	681	133.5	46.6	82.6
		80	4000K	84761	681	124.5	46.6	82.6
			5000K	87633	681	128.7	46.6	82.6
			5700K	85742	681	125.9	46.6	82.6



Optical Performance Data (VHE Visor Configuration Option)

		LUM	ASPORT 8	(320W) Lu	men Outpu	ts		
Optic	NEMA TYPE	CRI	сст	Lumens	Input Power (W)	Lm/W	Beam Angle	Field Angle
18	NEMA 3	70	4000K	50557	346	146.1	18.3	33.0
			5000K	51415	346	148.6	18.3	33.0
			5700K	50516	346	146.0	18.3	33.0
		80	4000K	47645	346	137.7	18.3	33.0
			5000K	48530	346	140.3	18.3	33.0
			5700K	47681	346	137.8	18.3	33.0
2S	NEMA 3	70	4000K	51545	339	152.1	22.5	38.8
			5000K	52420	339	154.6	22.5	38.8
			5700K	51504	339	151.9	22.5	38.8
		80	4000K	48568	339	143.3	22.5	38.8
			5000K	49478	339	146.0	22.5	38.8
			5700K	48619	339	143.4	22.5	38.8
3S	NEMA 3	70	4000K	50127	344	145.7	25.7	44.3
			5000K	50977	344	148.2	25.7	44.3
			5700K	50086	344	145.6	25.7	44.3
		80	4000K	47234	344	137.3	25.7	44.3
			5000K	48115	344	139.9	25.7	44.3
			5700K	47242	344	137.3	25.7	44.3
4S	NEMA 4	70	4000K	50235	344	146.0	35.1	63.7
			5000K	51087	344	148.5	35.1	63.7
			5700K	50193	344	145.9	35.1	63.7
		80	4000K	47334	344	137.6	35.1	63.7
			5000K	48218	344	140.2	35.1	63.7
			5700K	47343	344	137.6	35.1	63.7
58	NEMA 5	70	4000K	49723	344	144.5	44.5	80.5
			5000K	50567	344	147.0	44.5	80.5
			5700K	49683	344	144.4	44.5	80.5
		80	4000K	46854	344	136.2	44.5	80.5
			5000K	47728	344	138.7	44.5	80.5
			5700K	46862	344	136.2	44.5	80.5
7F	NEMA 7	70	4000K	43036	344	125.1	66.7	121.6
			5000K	43767	344	127.2	66.7	121.6
			5700K	43001	344	125.0	66.7	121.6
		80	4000K	40552	344	117.9	66.7	121.6
			5000K	41309	344	120.1	66.7	121.6
			5700K	40560	344	117.9	66.7	121.6

		LUM	ASPORT 8	3 (640W) Lu	ımen Outpı	uts		
Optic	NEMA TYPE	CRI	сст	Lumens	Input Power (W)	Lm/W	Beam Angle	Field Angle
18	NEMA 3	70	4000K	80066	686	116.7	18.3	33.0
			5000K	82642	686	120.5	18.3	33.0
			5700K	80913	686	117.9	18.3	33.0
		80	4000K	75453	686	110.0	18.3	33.0
			5000K	78003	686	113.7	18.3	33.0
			5700K	76373	686	111.3	18.3	33.0
2S	NEMA 3	70	4000K	85162	667	127.7	22.5	38.8
			5000K	87901	667	131.8	22.5	38.8
			5700K	86062	667	129.0	22.5	38.8
		80	4000K	80242	667	120.3	22.5	38.8
			5000K	82967	667	124.4	22.5	38.8
			5700K	81241	667	121.8	22.5	38.8
3S	NEMA 3	70	4000K	83460	681	122.6	25.7	44.3
			5000K	86145	681	126.5	25.7	44.3
			5700K	84343	681	123.9	25.7	44.3
		80	4000K	78643	681	115.5	25.7	44.3
			5000K	81309	681	119.4	25.7	44.3
			5700K	79554	681	116.8	25.7	44.3
4S	NEMA 4	70	4000K	83374	681	122.4	35.1	63.7
			5000K	86055	681	126.4	35.1	63.7
			5700K	84255	681	123.7	35.1	63.7
		80	4000K	78561	681	115.4	35.1	63.7
			5000K	81223	681	119.3	35.1	63.7
			5700K	79470	681	116.7	35.1	63.7
5S	NEMA 5	70	4000K	82314	681	120.9	44.5	80.5
			5000K	84961	681	124.8	44.5	80.5
		L	5700K	83184	681	122.1	44.5	80.5
		80	4000K	77563	681	113.9	44.5	80.5
			5000K	80191	681	117.8	44.5	80.5
			5700K	78460	681	115.2	44.5	80.5



Ordering Information for Accessories

NOTE: A complete accessory order requires a selection entry for **Brand, Accessory, Option**.

SAMPLE ORDER NUMBER: EPH-HRDM34-025

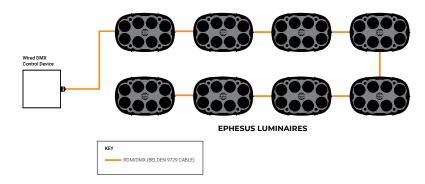
Brand Accessory Option

Brand	Accessory	Option	Intended Use
EPH = Ephesus	EXTPLT = Extension Plate ¹	025 = .25in 050 = .5in 200 = 2.0in	Extension Plate Kit to mount to structures .25In, .5In, or 2.00In thick. Designed to be used with the LUMASPORT 8, LUMADAPT 8, PRISM RGBA & ALL FIELD luminaires only.
	DVGBRD = Diving Board ²		Diving Board to mount to 2in x 4in steel cross arms. Designed to be used with the LUMASPORT 8, LUMASPORT 16, LUMADAPT 8 & PRISM RGBA luminaires only.
	HRDM58 = Mounting Hardware 5/8in diameter	050 = .375in50in Range of Clamping Thickness³ 200 = 2in Clamping Thickness³	HRDM58-050: .375500in clamping thickness, Use for Extension Plate (EXTPLT) or other flat surfaces drilled for 5/8in hardware
			HRDM58-200: 2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 5/8in hardware
	HRDM34 = Mounting Hardware 3/4in diameter	025 = .25in ⁴ 075 = .75in ⁴ 200 = 2in ⁴	HRDM34-025: .25-50in clamping thickness, use for diving board (DVGBRD) or other flat surfaces drilled for 3/4in hardware
			HRDM34-075: .5075in clamping thickness, flat surfaces drilled for 3/4in hardware
			HRDM34-200: 2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 3/4in hardware
	Notes: (1) Additional mounting fastener hardware kit needed to attach a fixture to the EXTPLT = Extension Plate (2) Additional mounting fastener hardware kit needed to attach a fixture to the DVGBRD = Diving Board	Notes: (3) Option only available for use with HRDM58 (4) Option only available for use with HRDM34	



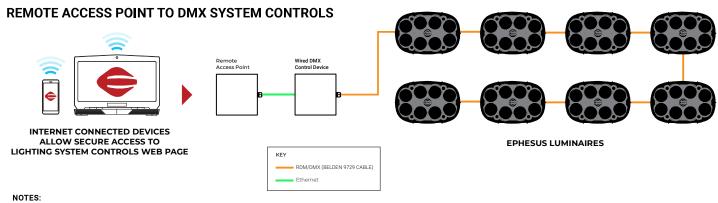
Example System Topology (Wired DMX Controls)

Example system topology showing the LUMASPORT 8 System in a commonly used wired DMX Control Installation. Refer to the specifications and limitations of your wired DMX control device before installing this configuration.



Example System Topology (Remote Access Point With Wired DMX Controls)

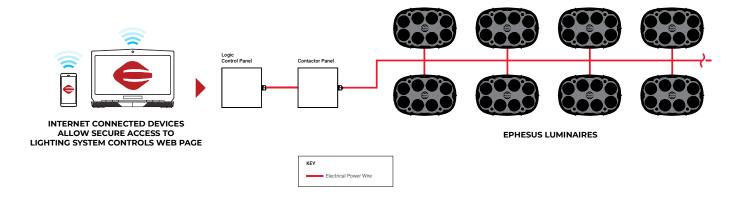
Example system topology showing the LUMASPORT 8 System in a commonly used remote access point with wired DMX Control Installation. Refer to the specifications and limitations of your wired DMX control device before installing this configuration. Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.



Remote Access Point requires either a wired Internet connection at the lighting system site or through a cellular carrier network connection plan.

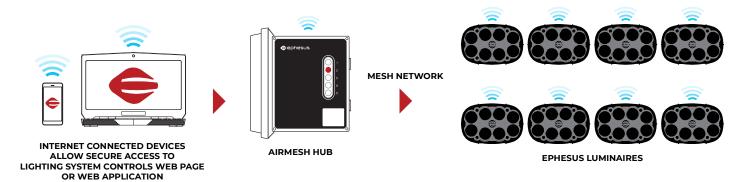
Example System Topology (Contactor Controls)

Example system topology showing the LUMASPORT 8 System in a Wired Contactor Controls Installation. Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.



Example System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT 8 System in a Wireless AirMesh Control Installation. Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.





Project	Catalog #	Туре	
Prepared by	Notes	Date	





Interactive Menu

- · AirMesh Hub page 1
- Product Overview page 2
- Dynamic Scenes page 3

Ephesus

AirMesh Hub

Wireless Lighting System Controls

Typical Indoor/Outdoor Applications

- · Professional Stadiums & Arenas University/Collegiate Stadiums & Arenas • K-12 Stadiums & Arenas • Game Fields • Practice Fields • Multi-use
- Recreational & Municipal Fields Public Assembly & Convention Centers Gymnasiums & Field Houses Unmanned Sports Facilities

Product Certification







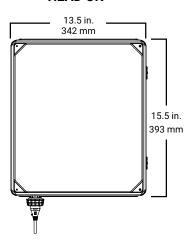


Top Product Features

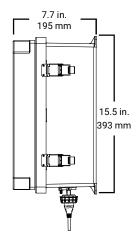
- · Can be installed anywhere you need wireless, push-button control
- · Five-button, pre-programmed switch provides easy control of all lights at specified dimming levels (0%,25%, 50%, 75%, 100%)
- · Can communicate via LAN connection, Wi-Fi, or through a cellular network*
- · Weather-protected for outdoor venues
- · Includes internal surge protection
- · Enables Static and Dynamic Scenes

Dimensional Details

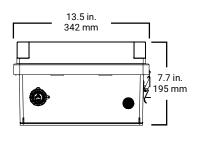
HEAD ON



LEFT PROFILE



BOTTOM



Due to our continuous improvement efforts, specifications are subject to change without notice. *Cellular and/or data charges may apply





Product Overview

The AirMesh Hub is an Ephesus component that can be installed anywhere you need wireless push-button lighting control, such as municipal ballparks, hockey arenas, basketball facilities, and other multi-use complexes. The AirMesh Hub is easy for certified electricians to install in both indoor and outdoor applications that's contained in the NEMA 4X enclosure. The 5-button 25 scenes (5 per button) controller allow for local manual access to facility lighting across specific zones or over the entire lighting installation. The AirMesh Hub enables quick and simple access to a switch station that can be programmed with unlimited options to meet the needs of the end-user.

AirMesh Hub Specifications

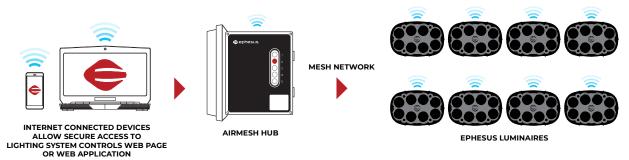
Dimensions	15.5" x 13.5" x 7.7" (393 x 342 x 195 mm)
Input Power	Outdoor rated power supply 90-120VAC; 8W max, 6kV surge protection
Operating Environment	Outdoor rated at -20°C to +55°C, IP65 (when latched)
Cellular	Verizon 4G LTE
Wi-Fi	802.11 b/g/n
Radio	SNAP 2.4GHz 802.15.4 Wi-Fi 2.4Ghz 802.11 b/g/n
Certifications	FCC/IC; Tested to CAN/CSA C22.2 No. 60950-1/A2:2014 and UL 60950-1/R:2014-10
Ratings	IP65 ¹²

AirMesh Function	Description			
Maximum number of lights controlled by hub	Up to 1000			
Maximum distance of fixture from location of hub	500 feet			
Maximum allowable distance from one fixture to next	500 feet			
Maximum number of programmable pre-set scenes	25 (5 per button)			
Individual light control	Preprogrammed via 5-button hub. Additional scenes and light control obtained via web interface with hub			
Health monitoring ³	Real-time monitoring of lighting status at the fixture and system level, outage notifications, storage of power consumption, temperature and other system parameters which can be retrieved for later analysis*			
Remote Connectivity	Web interface can be accessed by direct Wi-Fi connection or through internet via Ethernet or built-in cellular*			
Alerts	Email alerts available when connected to internet via Ethernet or built-in cellular*			
Users	User and administrative accounts with multiple permission levels available			
Sensors	Voltage-sourcing sensors can be added to the system to turn lights on/off with daylight or occupancy sensors. Multiple output levels in response to light sensors (daylight harvesting)			
Map View	Ability to view light state (on/off/ alarm) in graphical map/satellite view			
Scheduling	Ability to schedule recurring events at fixed times or based on astronomical clock			
Compatibility	Ability to add control modules to existing lighting fixtures to add Air-Mesh functionality to entire facility			

Notes:
Due to our continuous improvement efforts, specifications are subject to change without notice.
To maintain IP rating of the unit, it must be installed with a IP65/NEMA AX fitting at the power and ethernet entry points
The AirMesh Libb holds a rating of IP65 for outdoor when the door is latched and all entry ports (power and Ethernet)
are properly sealed. Failure to proper jes seal entry ports and latch the door will tool the IP65 rating.
Telefer to the functionality of your Ephesus fixture for health monitoring capability.

Example System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT System in a Wireless AirMesh Control Installation. Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.





AirMesh Dynamic Scenes

The AirMesh Hub control system can provide dynamic scenes and effects. You can easily create an unlimited combination of static scenes. For example, create scenes to spotlighting national anthems, player introductions, intermissions, blackout your venue, maintenance and egress lighting scenes.

Ephesus Fixture	Luminaire Type	Static Scenes	Dynamic Scenes
LUMASPORT 8	White LED	 ON/OFF Dim 10-100% Blackout Individual Light Fixture Control Unlimited Programmable Static Scenes 	Paparazzi [Standard & Fast]Sparkle [Standard & Fast]Random
LUMASPORT 16	White LED	 ON/OFF Dim 10-100% Blackout Individual Light Fixture Control Unlimited Programmable Static Scenes 	Paparazzi [Standard & Fast]Sparkle [Standard & Fast]Random
PRISM RGBA	RGBA Color LED	 ON/OFF Dim 0-100% RGBA Color Mixing Blackout Individual Light Fixture Control Unlimited Programmable Static Scenes 	 Paparazzi With Color [Standard & Fast] Pinwheel With Color Pinwheel 5 With Color Sparkle With Color [Standard & Fast] Random With Color
ALL FIELD	White LED	 ON/OFF Dim 0-100% Blackout Individual Light Fixture Control Unlimited Programmable Static Scenes 	 Paparazzi Standard & Fast] Pinwheel Pinwheel 5 Sparkle [Standard & Fast] Random
LUMADAPT 8	Integrated White / RGBA Color LED	ON/OFF Dim 0-100% RGBA Color Mixing Color Temperature (CCT) Tuning Beam Angle Tuning Blackout Individual Light Fixture Control Unlimited Programmable Static Scenes	White & RGBA Light • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random

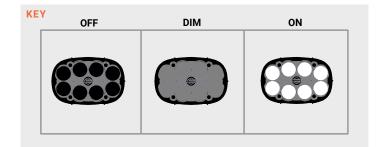




LUMASPORT 8 Dynamic Scenes

White LED Lumen(Im) Output:

55,000 & 90,000



Paparazzi [Standard & Fast]¹

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs.

When entering this mode, all fixtures will immediately turn OFF. Fast paparazzi fires faster than standard paparazzi.



Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance.

When entering this mode, all fixtures will immediately turn ON. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner.

All fixtures will immediately turn ON to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.

²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.



Project	Catalog #	Туре	
Prepared by	Notes	Date	



Ephesus

LUMASPORT 16

White LED Sports & Entertainment Luminaire

Typical Applications

Pro Stadiums • University & Collegiate Stadiums

Interactive Menu

- Dimensional Details page 1
- Order Information page 2
- Mounting Configurations page 2
- Performance Data page 3
- Optical Performance Data page 3
- Sample System Topology page 4

Product Certification





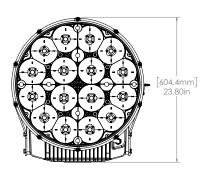


Top Product Features

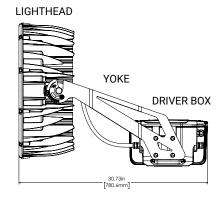
- · Integrated Louver and Reflector Optics
- · Redundant Dual Power
- · Chip-On-Board (CoB) LEDs
- 2-Piece Ease of Assembly
- · Custom Control Options

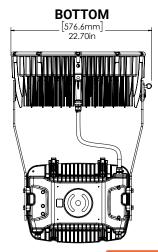
Dimensional Details

HEAD ON



LEFT PROFILE









Ordering Information - LIGHTHEAD

NOTE: A complete fixture requires both a LUMASPORT 16 lighthead and a corresponding LUMASPORT 16 driver box. SAMPLE ORDER NUMBER: EPH-LS-16-1200L-BLK-57-80-1R-C04

Brand	Family	Model	Power	Color	ССТ	CRI	Optic	DC Cable
Brand	Family	Model	Power	Color	сст	CRI	Optic ³	DC Cable
EPH = Ephesus	LS = Lumasport	16 = 16 Optics	1200L = 1200W Local Power ¹	BLK = Black	57 = 5700K	80 = 80 CRI	1R = NEMA 2; 11.2; 21.1 2R = NEMA 3; 16; 32 3R = NEMA 2; 15.6; 27.8 4R = NEMA 3; 19.2; 37.7 5R = NEMA 3; 25; 37.6 1L = NEMA 2; 11.9; 22 3L = NEMA 2; 13.8; 27.8 5L = NEMA 3; 20.9; 38.3	CO4 = 4ft Cable ²

NOTES:

- (1) Local Power means that the lighthead is attached to the driverbox with the yoke mount.
 (2) DC Cable connecting the lighthead to the driverbox.
 (3) Optic = NEMATYPE; BEAM ANGLE; FIELD ANGLE. Additional optical performance data within spec sheet.

Order Information - DRIVER BOX

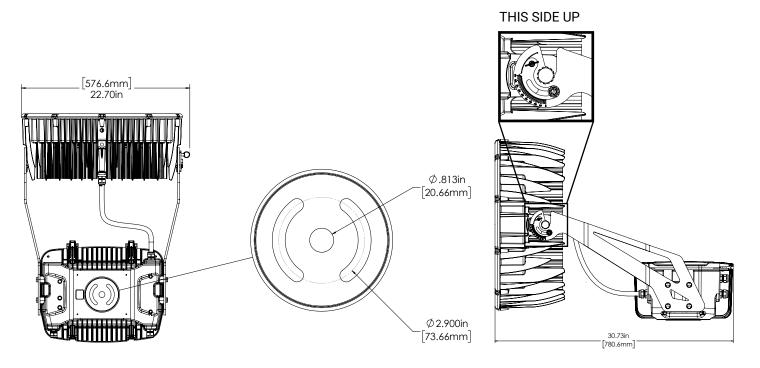
NOTE: A complete fixture requires both a LUMASPORT 16 lighthead and a corresponding LUMASPORT 16 driver box. SAMPLE ORDER NUMBER: EPH-LS-1200L-BLK-LV-AM-LY-BP

Brand	Family	Power	Color	Voltage	Control	Mount	Packaging
Brand	Family	Power	Color	Voltage ¹	Control	Mount	Packaging
EPH = Ephesus	LS = Lumasport	1200L = 1200W Local Power	BLK = Black	LV = Low Voltage HV = High Voltage	AM = Air Mesh LB = Landburst (DMX) NC = No Control	LY =Local Yoke	BP = Bulk Pack UP = Unit Pack

NOTES:

(1) Reference performance data for voltage range.

Dimensional and Mounting Details





Performance Data

	LUMASPORT 16
Lumen Output Range⁵	143,050 - 158,312lm
System Wattage	1200W
Input Voltage (Low Voltage)	208-277VAC
Input Voltage (High Voltage)	295-480VAC
Efficacy Range⁵	113 - 123 lm/W
CRI ³	80
TLCI	>70
сст	5700K
Distribution (NEMA)	2,3
Dimming Range	DIM TO OFF, 10%-100%
Operating Temperature Range	-40°C to +40°C
Usage	INDOOR, OUTDOOR
Mounting Options (1.5G RATED)	YOKE
Electrical Certifications	FCC, UL8750, UL1598
Environmental Certifications	ANSI C136.31-2010 1.5G, IP66
NEMA Rating⁴	NEMA 4X
Surge	6kV
Effective Projected Area (EPA)	2.9 (sq. ft.)
Approximate Weight¹	94.5 lbs

NOTES:

- (1) Weight may vary depending on mounting bracket, lighthead and driverbox selection.
 (2) Specifications are subject to change without notice.
 (3) Values are +/- 2%
 (4) When driverbox is mounted in upright position.
 (5) Refer to Optical Performance Data.

Optical Performance Data

	LUMASPORT 16 (1200W) Lumen Outputs								
Optic	NEMA TYPE	CRI	ССТ	Lumens	Wattage	lm/W	Beam Angle	Field Angle	
1R	NEMA 2	80	5700K	146502	1295	113.1	11.2	21.1	
2R	NEMA 3	80	5700K	158312	1290	122.7	16.0	32.0	
3R	NEMA 2	80	5700K	148543	1295	114.7	15.6	27.8	
4R	NEMA 3	80	5700K	158622	1290	123	19.2	37.7	
5R	NEMA 3	80	5700K	147160	1295	113.6	25	37.6	
1L	NEMA 2	80	5700K	143050	1295	110.5	11.9	22	
3L	NEMA 2	80	5700K	148543	1295	114.7	14.8	27.8	
5L	NEMA 3	80	5700K	146800	1295	113.4	20.9	38.3	



Sample System Topology (Wired DMX Landburst Controls)

Example system topology showing the LUMASPORT System in commonly used wired DMX Control Installations. Refer to the specifications and limitations of your third party DMX control device before installing any of these configurations. (Figures 1 - 3)

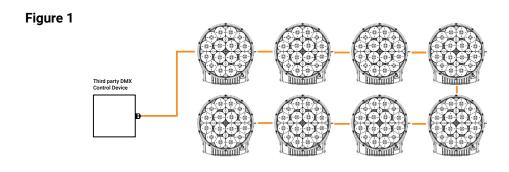
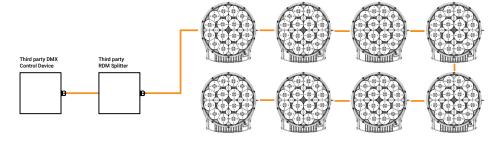
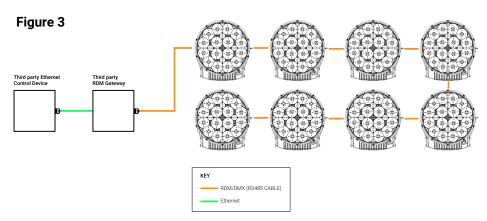


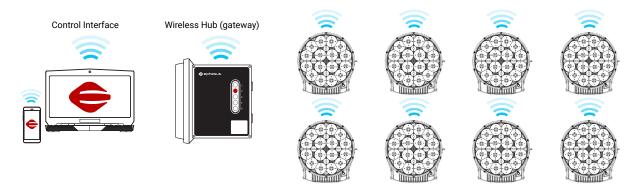
Figure 2





Sample System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT System in a Wireless AirMesh Control Installation. Note: Laptop or mobile device not included.





LUMASPORT 8



OPTIMIZED PERFORMANCE LIGHTING



LOWEST TOTAL COST OF OWNERSHIP IN THE INDUSTRY.

The LUMA**SPORT 8** luminaire combines interchangeable modular power, controls, and easy-to-install mounting options to deliver the optimum lighting system solution for every unique indoor and outdoor sports lighting venue with industry-leading reliability.















		LUMADAPT 8	LUMASPORT 8	LUMASPORT 16	ALL FIELD	PRISM RGBA
Be	est Better Good	Integrated White & RGBA Color LED	White LED	White LED	White LED	RGBA Color LED
ш	INDOOR	•	•	0	0	0
USE	OUTDOOR	\bigcirc	•	•	•	•
Z	PROFESSIONAL	•	\bigcirc	•	\bigcirc	•
APPLICATION	COLLEGIATE	•	•	•	\bigcirc	•
7	RECREATIONAL/MUNICIPAL	\bigcirc	•	\bigcirc		•
ξ	K-12 SCHOOLS	\bigcirc	•	\bigcirc		•
	SYSTEM WATTAGE	400W	320W 640W	1200W	400W 550W 750W	660W
	LUMEN OUTPUT	UP TO 50,000	55,000 >92,000	150,000	>48,000 >64,000 >85,000	R >10,840 G >12,900 B >2,450 A >10,800
	INPUT VOLTAGE (LOW)	120-240VAC, 50/60 Hz	120-277VAC	_	120-240VAC	120-240VAC
	INPUT VOLTAGE (HIGH)	277-480VAC, 50/60 Hz	295-480VAC	208-480VAC	277-480VAC	277-480VAC
	EFFICACY	110	163 130	125	110	_
	CRI (VALUES ARE +/- 2%)	>/+ 85	70, 80	80	>70	_
	CCT RANGE	5000K nominal (3000K-6500K tunable)	4000K, 5000K, 5700K	5700K	4000K & 5700K	_
	DISTRIBUTION (NEMA)	3-5, 5-7	2-5,7	2-4	2-5	2-5
	EPA	1.4 (sq. ft.)	1.8 (sq. ft.)	2.9 (sq. ft.)	1.4 (sq. ft.)	1.4 (sq. ft.)
	DLC	NARROW	STANDARD	STANDARD	STANDARD	_
	TLCI	>70	>70	>70	65	_
4	NO CONTROLS (ON/OFF)	_	•	•	•	_
2 2 2 3	WIRED DMX LANDBURST	•	•	•	•	•
3	WIRELESS AIRMESH	• NEW	•	•	•	•
0	HIGH DEFINITION	•	•	•	•	•
BROADCAS	4 K	•	•	•	•	•
אַמ	8 K	•	•	0	•	0



INTRODUCING

LUMASPORT 16



DEMAND RELIABILITY & PERFORMANCE



BEST IN CLASS PERFORMANCE FOR YOUR FANS, PLAYERS, AND BROADCAST.

The LUMA**SPORT 16** luminaire incorporates several revolutionary technologies including new, integrated louver and reflector optics that balance light delivery, cutoff, glare control, and playability while meeting the stringent performance requirements of fans, players, and broadcast.















		LUMADAPT 8	LUMASPORT 8	LUMASPORT 16	ALL FIELD	PRISM RGBA
Be	est Better Good	Integrated White & RGBA Color LED	White LED	White LED	White LED	RGBA Color LED
ш	INDOOR	•	0	0	0	0
20	OUTDOOR	\overline{igo}	•	•	•	•
Z	PROFESSIONAL	•	$\overline{\bigcirc}$	•	\bigcirc	•
APPLICATION	COLLEGIATE	•	•	•	\bigcirc	•
1	RECREATIONAL/MUNICIPAL	\bigcirc	•	\bigcirc		•
∢	K-12 SCHOOLS	\bigcirc	•	\bigcirc		•
	SYSTEM WATTAGE	400W	320W 640W	1200W	400W 550W 750W	660W
	LUMEN OUTPUT	UP TO 50,000	55,000 >92,000	150,000	>48,000 >64,000 >85,000	R >10,840 G >12,900 B >2,450 A >10,800
	INPUT VOLTAGE (LOW)	120-240VAC, 50/60 Hz	120-277VAC	120-277VAC	120-240VAC	120-240VAC
	INPUT VOLTAGE (HIGH)	277-480VAC, 50/60 Hz	295-480VAC	295-480VAC	277-480VAC	277-480VAC
	EFFICACY	110	163 130	125	110	_
Σ Σ	CRI (VALUES ARE +/- 2%)	>/+ 85	70, 80	80	>70	_
TEXTOKE AND THE PROPERTY OF TH	CCT RANGE	5000K nominal (3000K-6500K tunable)	4000K, 5000K, 5700K	5700K	4000K & 5700K	_
	DISTRIBUTION (NEMA)	3-5, 5-7	2-5, 7	2-4	2-5	2-5
	EPA	1.4 (sq. ft.)	1.8 (sq. ft.)	2.9 (sq. ft.)	1.4 (sq. ft.)	1.4 (sq. ft.)
	DLC	NARROW	STANDARD	STANDARD	STANDARD	_
	TLCI	>70	>70	>70	65	_
- 5	NO CONTROLS (ON/OFF)	_	•	•	•	_
CONTRO	WIRED DMX LANDBURST	•	•	•	•	•
	WIRELESS AIRMESH	• NEW	•	•	•	•
- N	HIGH DEFINITION	•	0	0	•	0
BROADCAST	4 K	•	•	•	•	0
D N	8 K	•	0	•	•	0



Project	Catalog #	Туре	
Prepared by	Notes	Date	



Product Certification











Interactive Menu

- Ordering Information page 2
- Dimensional and Mounting Details page 3
- Performance Data page 7
- Electrical Performance Data page 7
- Ordering Information for Accessories page 8
- Accessory Dimensions and Part Details page 9
- Example System Topology page 12

Ephesus

LUMASPORT 8 - Integral

White LED Sports & Entertainment Luminaire

Typical Applications

Ball Fields • Pro Arenas • University & Collegiate Arenas University & Collegiate Stadiums • Multi-Event & Convention Centers Gymnasiums & Field Houses

Top Product Features

- · Streamlined design ideal for one-to-one integral ballast retrofit systems speeding up and simplifying installation.
- Pre-aiming capability reduces installation time and ensures aiming precision.
- Industry leading light source reliability with Chip-on-Board LEDs with an efficacy up to 174 lumens per Watt.
- · Award winning glare and cutoff control via patented Hybrid Reflector and TIR Optical System.
- 4000K & 5700K CCT options to meet diverse venue requirements.
- Top Yoke, Bottom Yoke, and Pendant mounting options for flexibility in applications.
- · Power redundancy insures system reliability.
- · Wired DMX and Wireless AirMesh control protocols allow for system alerts, scheduling, and on-demand control of static and dynamic lighting scenes.
- · Options to meet Trade Agreements Act requirements.

Mounting Configuration Examples



2QTY LUMASPORT 8 - INTEGRAL LUMINAIRE SHOWN USING THE TOP MOUNT YOKE (TY)



2QTY LUMASPORT 8 - INTEGRAL LUMINAIRE SHOWN USING THE BOTTOM MOUNT YOKE (BY) ON A EPHESUS CATWALK BRACKET (EPH-LS-CAT-N-2-U-B)



1QTY LUMASPORT 8 - INTEGRAL LUMINAIRE SHOWN USING THE PENDANT MOUNT (RP)



LUMASPORT 8 - Integral

Order Information

NOTE: A complete fixture order requires a selection entry for Brand, Family, Model, Power Configuration, Color, CCT, CRI, Optic, Light Head Cable (DC), Voltage, Control, Mount Configuration, Power Cable (AC), Options, Packaging, & Special Option.

SAMPLE ORDER NUMBER: EPH-LS-08-0680N-BLK-57-80-2S-C00-LV-AM-BY-A04-HEG-BP-ST

Brand	Family	Model	Power Configuration	Color	ССТ	CRI	Optic	Light Head Interface (DC)
Brand	Family	Model	Power Configuration	Color ²	сст	CRI	Optic ³	Light Head Interface (DC) ⁵
EPH = Ephesus, Standard TAA=Trade Agreements Act ¹	LS = Lumasport	08 = 8 Optics	0320N = 320W Integral Power 0530N = 530W Integral Power 0680N = 680W Integral Power	BLK = Black WHT = White	40 = 4000K 57 = 5700K	70 = 70 CRI 80 = 80 CRI	184 = NEMA 3 17.5 33.3 2S = NEMA 3 21.9 40.2 3S = NEMA 3 25.4 45.7 4S = NEMA 4 36.0 64.4 5S = NEMA 5 46.6 82.6 7F = NEMA 7 72.5 131.0	C00 = Direct Connection
Notes: (1)Only product configurations with this designated prefix are built to be compliant with the Trade Agreements Act of 1979 (TAA). Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.				Notes: (2) Not coastal rated. Contact Ephesus for coastal fixture options.			Notes: (3) Optic = NEMA TYPE; BEAM ANGLE; FIELD ANGLE. (4) Aiming angles for 680N power configuration and 18 optics between 30-90 Degrees.	Notes: (5) The driver assembly is integrated directly into the luminaire

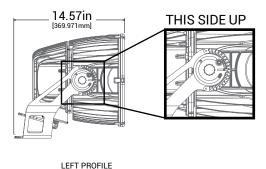
Voltage	Control	Mount Configuration	Power Cable (AC)	Options	Packaging	Special Option
Voltage	Control	Mounting Configuration ⁶	Power Cable (AC) ⁸	Options	Packaging	Special Option
LV = Low Voltage HV = High Voltage	igh Voltage AM = Wireless AirMesh LB = Wired DMX BY = Bottom Mount Yoke, Catwalk Standard RP ⁷ = Pendant Mount BH3 = 3 Pin Connector			HEG = No Visor High Efficiency Glass Lens VHE's = Visor High Efficiency Glass Lens CV110 = 1 Louver Cutoff Visor CV210 = 2 Louver Cutoff Visor CV510 = 5 Louver Cutoff Visor	BP = Bulk Pack	ST = Standard
		Notes: (6)Contact Ephesus for Slipfitter Mounting options. (7) RP = Pendant Mount not available in 0680N = 680N Integral Power configuration.	Notes: (8) AC Cable connecting the luminaire to the electrical power source.	Notes: (9) VHE visor color only available in silver. (10) CV1, CV2, CV5 visor color only available in black.		

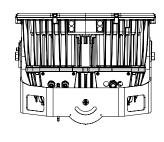
 $Design Lights\ Consortium \textbf{@ Qualified. Refer to}\ \underline{www.design lights.org}\ Qualified\ Products\ List\ under\ Family\ Models\ for\ details$

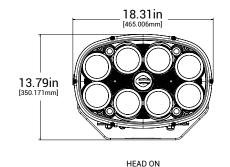


Dimensional and Mounting Details

MOUNTING CONFIGURATION: TOP MOUNT YOKE

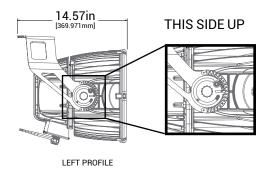


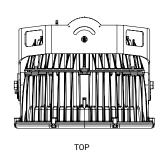


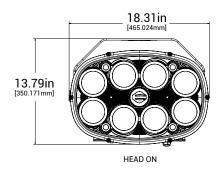


EFT PROFILE BOTTOM: LATERAL ORIENTATION MOUNT

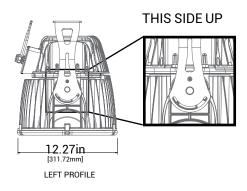
MOUNTING CONFIGURATION: BOTTOM MOUNT YOKE

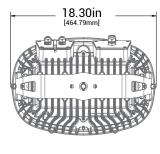




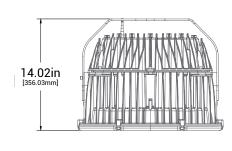


MOUNTING CONFIGURATION: PENDANT MOUNT





TOP



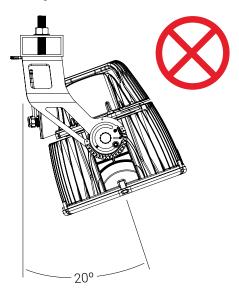
HEAD ON

LUMASPORT 8 - Integral

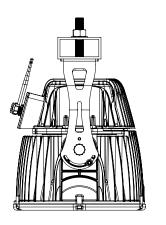
	320	w	53	ow	680W		
	Indoor	0-90 Degrees	Indoor	0-90 Degrees	-	-	
Usage	Outdoor	0-90 Degrees	Outdoor	0-90 Degrees	Outdoor	20-90 Degrees; 30-90 Degrees for 1S optic	
Mounting options (1.5G Rated)	Top mount yoke, be pendan			ottom mount yoke, t mount	Top mount yoke, bottom mount yoke		

INCORRECT ORIENTATIONS

680W configurations can not be aimed downward below 20°
680W 1S configurations can not be aimed downward below 30°
All configurations can not be aimed downward below 20° outdoors or in wet locations

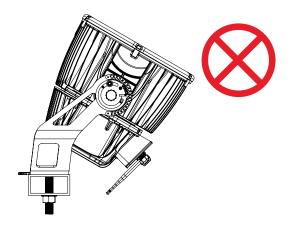


680W configurations can not be used with the Pendant Mount

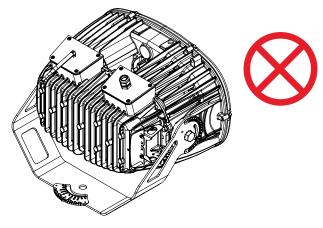




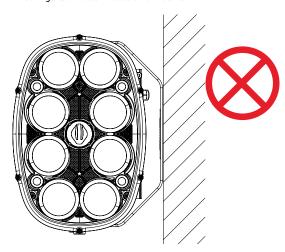
Uplight not allowed



All configurations can not be inverted with junction box on top



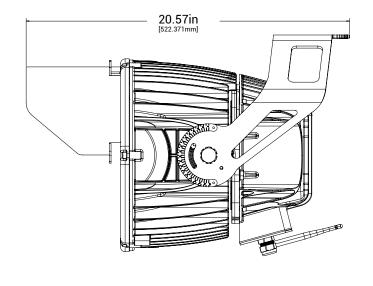
All configurations can not be side mounted



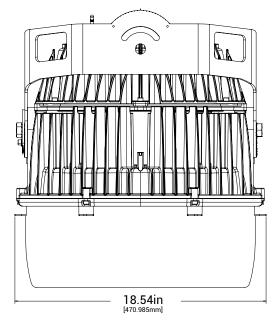


VHE Visor Option Dimensional Details

MOUNTING CONFIGURATION: BOTTOM MOUNT YOKE



LEFT PROFILE: VISOR

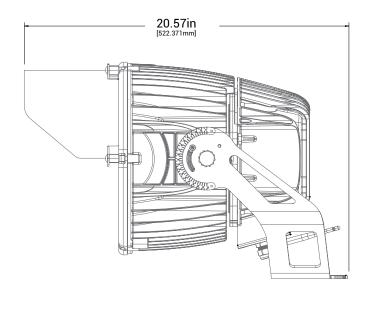


TOP: VISOR

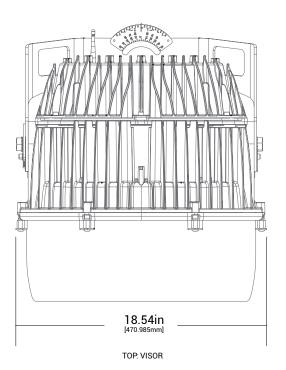
NOTES:

The addition of a visor adds 4lbs of material to the luminaire weight.

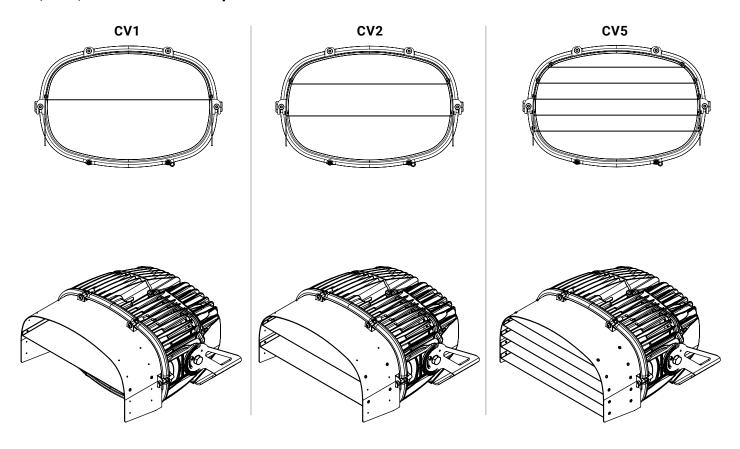
MOUNTING CONFIGURATION: TOP MOUNT YOKE



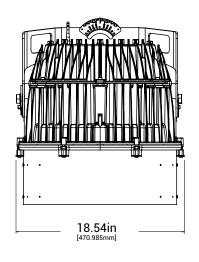
LEFT PROFILE: VISOR

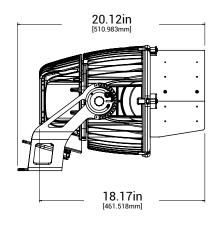


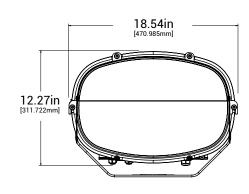
CV1, CV2, CV5 Cutoff Visor Options



CV1, CV2, CV5 Cutoff Visor Option Dimensional Details







Performance Data¹

	LUMASPORT 8 (320W)	LUMASPORT 8 (530W)	LUMASPORT 8 (680W)
Lumen Output Range	51,000 - 60,000 lm	78,000 - 90,000 lm	93,000 - 111,000 lm
Nominal Power ²	355W	578W	724W
Input Voltage (Low Voltage)	120-277VAC	120-277VAC	120-277VAC
Input Voltage (High Voltage)	347-480VAC	347-480VAC	347-480VAC
Efficacy Range	149 - 174 lm/W	140 - 162 lm/W	128 - 159 lm/W
CRI ³	70, 80	70, 80	70, 80
TLCI ⁴	up to 75	up to 75	up to 75
CCT Range	4000K, 5700K	4000K, 5700K	4000K, 5700K
Distribution (NEMA)	3-7	3-7	3-7
Dimming Range	DIM TO OFF, 10%-100%	DIM TO OFF, 10%-100%	DIM TO OFF, 10%-100%
Operating Temperature Range	-40°C to +40°C	-40°C to +40°C	-40°C to +40°C
Usage	INDOOR, OUTDOOR	INDOOR, OUTDOOR	OUTDOOR
Mounting Options (1.5G RATED)	TOP MOUNT YOKE, BOTTOM MOUNT YOKE, PENDANT MOUNT	TOP MOUNT YOKE, BOTTOM MOUNT YOKE, PENDANT MOUNT	TOP MOUNT YOKE, BOTTOM MOUNT YOKE
Electrical Certifications	FCC, UL8750, UL1598, DLC Standard (NANQSV)	FCC, UL8750, UL1598, DLC Standard (NANQSV)	FCC, UL8750, UL1598, DLC Standard (NANQSV)
Environmental Certifications	IP66	IP66	IP66
Vibration	ANSI C136.31-2010 1.5G	ANSI C136.31-2010 1.5G	ANSI C136.31-2010 1.5G
Surge	10kV	10kV	10kV
Effective Projected Area (EPA)	1.93 (sq. ft.)	1.93 (sq. ft.)	1.93 (sq. ft.)
Effective Projected Area (EPA) with Visor (VHE , CV1, CV2, CV5)*	2.2 - 2.4 (sq. ft.)	2.2 - 2.4 (sq. ft.)	2.2 - 2.4 (sq. ft.)
Approximate Weight ⁹	57 LBS	57 LBS	57 LBS
Approximate Weight with Visor (VHE , CV1, CV2, CV5)°	61 LBS	61 LBS	61 LBS

NOTES:

- (1) Specifications are subject to change without notice.
 (2) Values are +/- 4% when fixture is operated at 25°C ambient
 (3) Values are +/- 2%
 (4) Values are +/- 3 points.
 (5) When driver box is mounted in upright position.
 (6) Luminaire meets NEMA4X Certification
 (7) LumaSport 8 with Visors (VHE, CVT, CV2, CV5) qualifies for ANSI C136, 31-2010 1.5G
 (8) EPA may vary depending on the aiming angle of the fixture.
 (9) Weight may vary depending on mounting bracket, VHE Visor option, and luminare configuration.

Electrical Performance Data

Product	Voltage Level	Input voltage range (VAC)	Nominal input power(W)	Input Current(A)	Power factor (@ max load)	THD (@ maxload)	Inrush period (ms)	Peak Inrush (A)
	(1)(1)	120	357	2.97	0.99	4.79	0.28	133
LS-8-320N	(- LV -) Low Voltage	277	3489	1.28	0.98	7.66	0.27	311
L3-0-320N	(- HV -) High Voltage	347	359	1.04	0.99	7.02	0.41	92
	(-nv-) High Voltage	480	358	0.76	0.98	9.20	0.41	129
	(1)(1)	120	591	6.81	0.99	5.61	0.4	188
LS-8-530N	(- LV -) Low Voltage	277	573	2.84	0.97	11.6	0.38	440
LS-8-33UN	(IIV) High Voltage	347	576	2.4	0.99	8.16	0.58	130
	(-HV-) High Voltage	480	573	1.69	0.98	10.17	0.58	182
	(-LV-) Low Voltage	120	744	8.5	0.99	5.69	0.4	188
LS-8-680N		277	716	3.5	0.98	11.32	0.38	440
L3-8-08UN	(-HV-) High Voltage	347	722	2.99	0.99	6.86	0.58	130
		480	716	2.11	0.98	9.16	0.58	182

NOTE: Measured at 25°C Ambient Conditions.



LUMASPORT 8 - Integral

Ordering Information for Accessories

NOTE: A complete accessory order requires a selection entry for **Brand, Accessory, Option**.

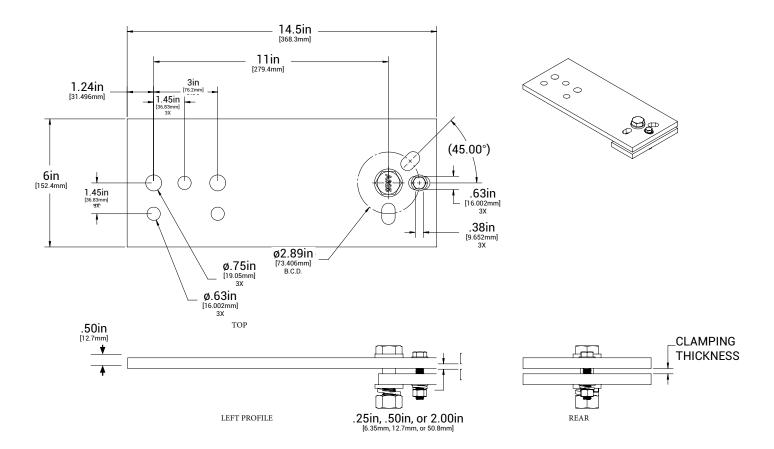
SAMPLE ORDER NUMBER: **EPH-HRDM34-025**

Brand Accessory Option

Brand	Accessory	Option	Intended Use
EPH = Ephesus	EXTPLT = Extension Plate ¹	025 = .25in 050 = .5in 200 = 2.0in	Extension Plate Kit to mount to structures .25In, .5In, or 2.00In thick. Designed to be used with the LUMASPORT 8 - Local, LUMASPORT 8 - Integral, LUMADAPT 8, LUMASPORT 8 PRISM - Local luminaires only.
	DVGBRD = Diving Board ²		Diving Board to mount to 2in x 4in steel cross arms. Designed to be used with the LUMASPORT 16 - Local, LUMASPORT 8 - Local, LUMASPORT 8 - Integral, LUMADAPT 8, LUMASPORT 8 PRISM - Local luminaires only.
	HRDM58 = Mounting Hardware 5/8in diameter	050 = .375in50in Range of Clamping Thickness³ 200 = 2in Clamping Thickness³	HRDM58-050: .375500in clamping thickness, Use for Extension Plate (EXTPLT) or other flat surfaces drilled for 5/8in hardware
			HRDM58-200: 2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 5/8in hardware
	HRDM34 = Mounting Hardware 3/4in diameter	025 = .25in ⁴ 075 = .75in ⁴ 200 = 2in ⁴	HRDM34-025: .2550in clamping thickness, use for diving board (DVGBRD) or other flat surfaces drilled for 3/4in hardware
			HRDM34-075: .5075in clamping thickness, flat surfaces drilled for 3/4in hardware
			HRDM34-200: 2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 3/4in hardware
	Notes: (1) Additional mounting fastener hardware kit needed to attach a fixture to the EXTPLT = Extension Plate (2) Additional mounting fastener hardware kit needed to attach a fixture to the DVGBRD = Diving Board	Notes: (3) Option only available for use with HRDM58 (4) Option only available for use with HRDM34	



Extension Plate (EXTPLT) Dimension and Part Details:



Extension Plate Data

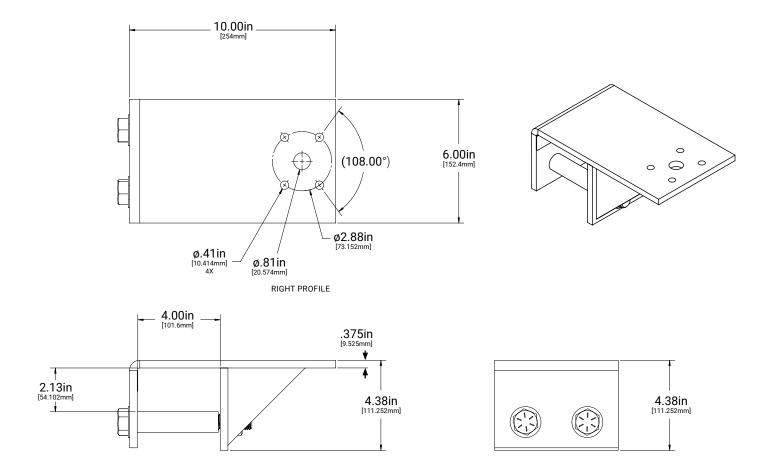
MODEL #	WEIGHT (LBS)
EXTPLT	14.63
EXTPLT + HRDM58-050	15.28

Extension Plate Kit Parts

DESCRIPTION	QUANTITY
Extension Plate	1
Washer Plate	1
5/8in Hex Bolt	1
5/8in Washer	2
5/8in-11 Hex Nut	1
5/8in Split Washer	1
3/8in Washer	2
3/8in Hex Bolt	1
3/8in Split Washer	1
3/8in-16 Hex Nut	1



Diving Board (DVGBRD) Dimension and Part Details:



Diving Board Data

MODEL #	WEIGHT (LBS)
DVGBRD	15.1
DVGBRD + HRDM34-025	16.1

Diving Board Parts

DESCRIPTION	QUANTITY
Welded Bracket	1
Bolt Sleeve	2
3/4in-10 X 6in Structural Hex Bolt, Hot Dip Galvanized	2
3/4in Steel Flat Washer, Hot Dlp Galvanized	2
3/4in Ext Tooth Washer, Steel, Magni-565 Grey Polycoat	2
3/4in-10 Structural Steel Hex Nut, Hot Dip Galvanized	2
Stainless Shim	1



HRDM58 Dimension and Part Details:

HRDM58-050:

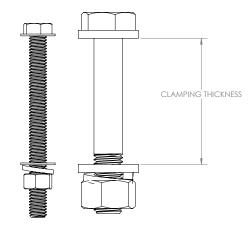
.375-.500in clamping thickness, Use for Extension Plate (EXTPLT) or other flat surfaces drilled for 5/8in hardware

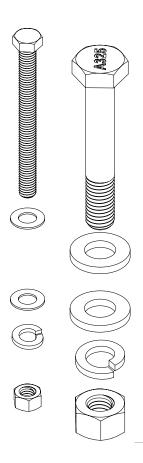
HRDM58-200:

2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 5/8in hardware

HRDM58 Data

MODEL #	WEIGHT (LBS)
HRDM58-050	.65
HRDM58-200	.84





HRDM34 Dimension and Part Details:

HRDM34-025:

.25-.50in clamping thickness, use for diving board (DVGBRD) or other flat surfaces drilled for $3/4 {\rm in}$ hardware

HRDM34-075:

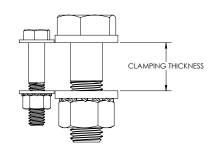
.50-.75in clamping thickness, flat surfaces drilled for 3/4in hardware

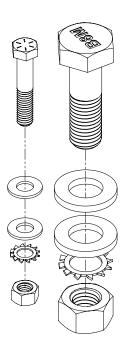
HRDM34-200:

2.00in clamping thickness, use for 2in x 4in Cross arms that are drilled for 3/4in hardware

HRDM34 Data

MODEL #	WEIGHT (LBS)
HRDM34-025	1
HRDM34-075	1.5
HRDM34-200	2





Example System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT 8 System in a Wireless AirMesh Control Installation. Note: Laptop and mobile device not included. A cellular network connection requires a cellular carrier network plan.

REMOTE ACCESS

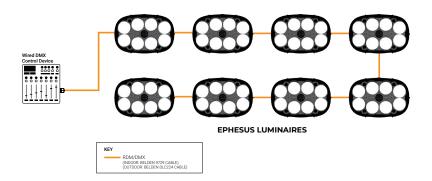


ON SITE ACCESS



Example System Topology (Wired DMX Controls)

Example system topology showing the LUMASPORT 8 System in a commonly used wired DMX Control Installation. Refer to the specifications and limitations of your wired DMX control device before installing this configuration.





subject to change without notice.



1.6.1 KEY MARKETING CONTACTS

Name	Title	Phone	Email
Ruth Hawley	Director of Cooperative	512-250-	rhawley@hellasconstruction.com
	Purchasing	2910	
Jeremy	Cooperative Partnerships	512-250-	jdombek@hellasconstruction.com
Dombek	Manager	2910	
Harper	Director of Marketing	512-937-	hseaton@hellasconstruction.com
Seaton		5836	
Jeff Power	Photographer/Videographer,	512-297-	jpower@hellasconstruction.com
	Content Writer	5708	
Claudia	Graphic Design Specialist	512-250-	cvillegas@hellasconstruction.com
Villegas		2910	
Knute	Tradeshow Manager	512-250-	kodonnell@hellasconstruction.com
O'Donnell		2910	
Brittany	Graphic Designer	512-250-	blongoria@hellasconstruction.com
Longoria		2910	
Estefania	Marketing Coordinator	512-250-	ezuluaga@hellasconstruction.com
Zuniga		2910	



1.3.2 Authorized Dealers

Academy Sports Turf, Inc.

3740 South Jason Street Englewood, CO 80110 800-372-6639

Applied Landscape Technologies, Inc.

145 River Road Montville, NJ 07045 973-402-6544

Athletic Fields of America, Inc.

1179 Knoll Rd Boonton, NJ 07005 973-794-3999 https://www.athleticfieldsofamerica.com/

ATT Sports, Inc.

115 B. Cross Keys Road Berlin, NJ 08009 856-767-3088 www.attsports.com

Byrom-Davey, Inc.

13220 Evening Creek Drive South, Ste 103 San Diego, CA 92128 858-513-7199 www.byrom-davey.com

GeoSport Lighting Systems LLC

7080 St Gabriel Ave suite B St Gabriel, LA 70776 877-730-4762 https://geosportlighting.com/

GeoSurfaces

7080 St. Gabriel Ave St. Gabriel, LA 70776 800-777-1320

The LandTek Group

105 Sweeneydale Avenue Bayshore, NY 11706 631-691-2381 https://www.landtekgroup.com/

LTG Sports Turf One LLC

2240 West Woolbright Road, Ste 11 Boynton Beach, FL 33426 561-225-1113

https://www.ltgsportsturfone.com/

Midwest Sports & Turf Systems, LLC

10138 S. Bode Street Unit E Plainfield, IL 60585 800-269-4305

https://www.midwestsportandturf.com/

Valley Precision Grading, Inc.

3330 Luyung Drive Rancho Cordova, CA 95742 916-638-8800

https://valleyprecisiongrading.com/



1.10.1 References

Hellas' five largest public agency customers by total sales are the following. Please note, not all of the projects for these customers included athletic lighting.

Pasadena ISD, TX Rupert Jaso, Athletic Director (713) 740-0837/(281) 935-4894 Rup.jaso@pasadenaisd.org

Galveston ISD, TX Sheldon Bennight, Head FB Coach/Athletic Coordinator (281) 727-9952 sheldonbennight@gisd.org

Garland ISD, TX
Ron Griffen, Athletic Director
(469) 733-5318
RLGriffe@garlandisd.net

City of McKinney, TX Billy Visic, BCBA (City's Consultant) (469) 233-3970

Carrollton-Farmers Branch ISD, TX Robert Shaw, Director of Facility Services 972-965-6343 shawro@cfbisd.edu

The below are five references that are specific to athletic lighting installations done through our current AEPA contract:

Gordon County Schools
Ron Norrell, Facilities Director
1300 Dews Pond Rd
Calhoun, GA 30701
770-548-1771
rnorrell@gcbe.org

CV: \$291,288.00

City of Artesia

Artesia, NM 88210 John Anguiano, Facility Maintenance Supervisor janguiano@artesianm.gov

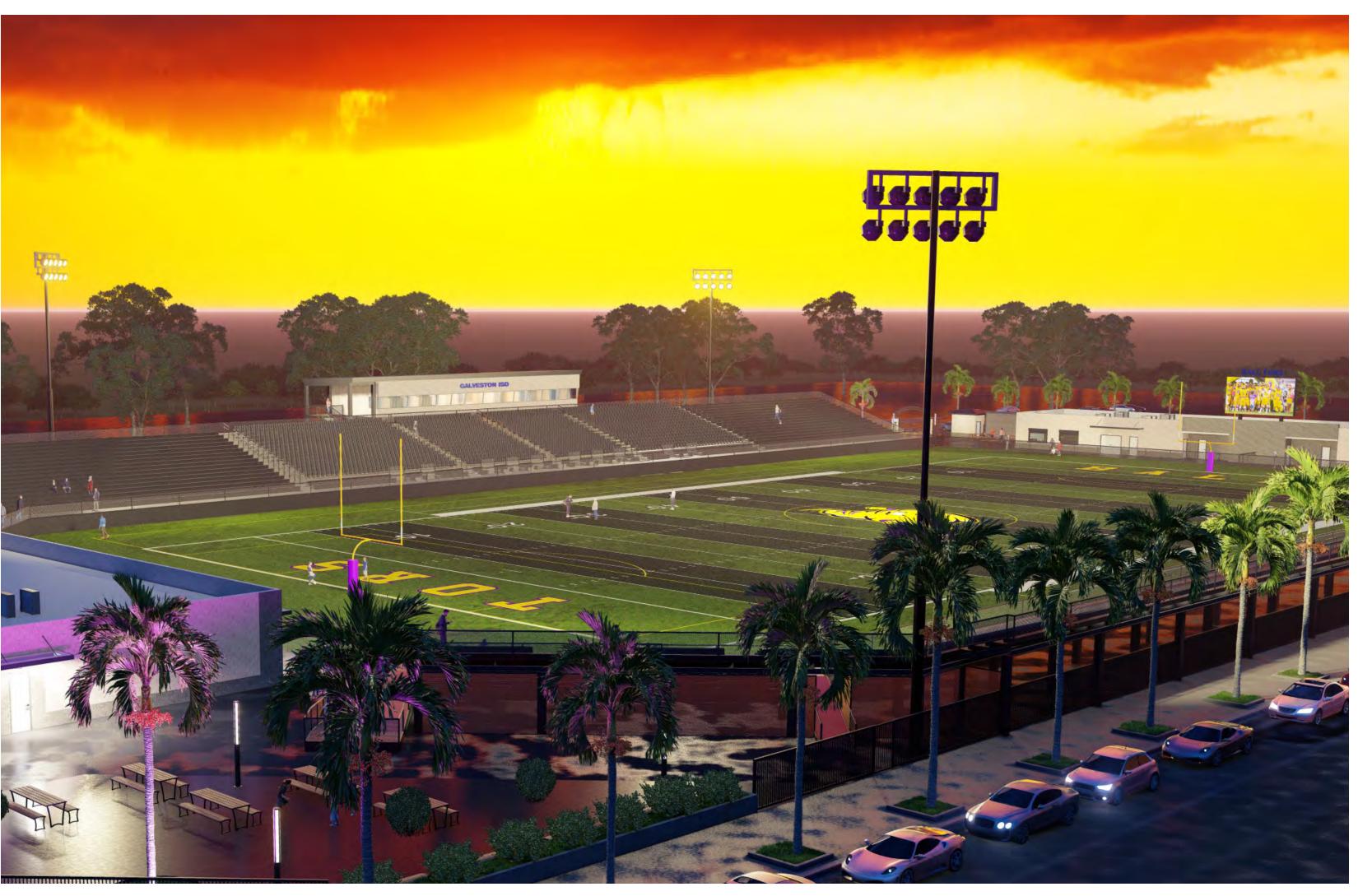
575-748-0278 CV: \$309,073

Sherman ISD Sherman, TX Jeff Cordell, Athletic Director 940-736-8811 jcordell@shermanisd.net Scott Conrad, Operations 903-821-7194 sconrad@shermanisd.net 2201 E Lamar Street Sherman, TX 75090 CV: \$271,400

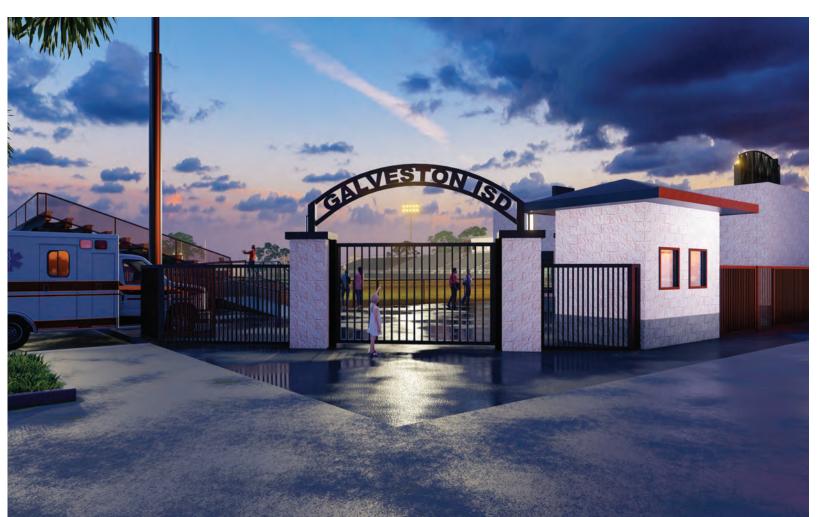
Washington Court House City Schools Washington Court House, OH 43160 Becky Mullins, Treasurer/CFO 740-335-6620 becky.mullins@wchcs.org CV: \$288,840

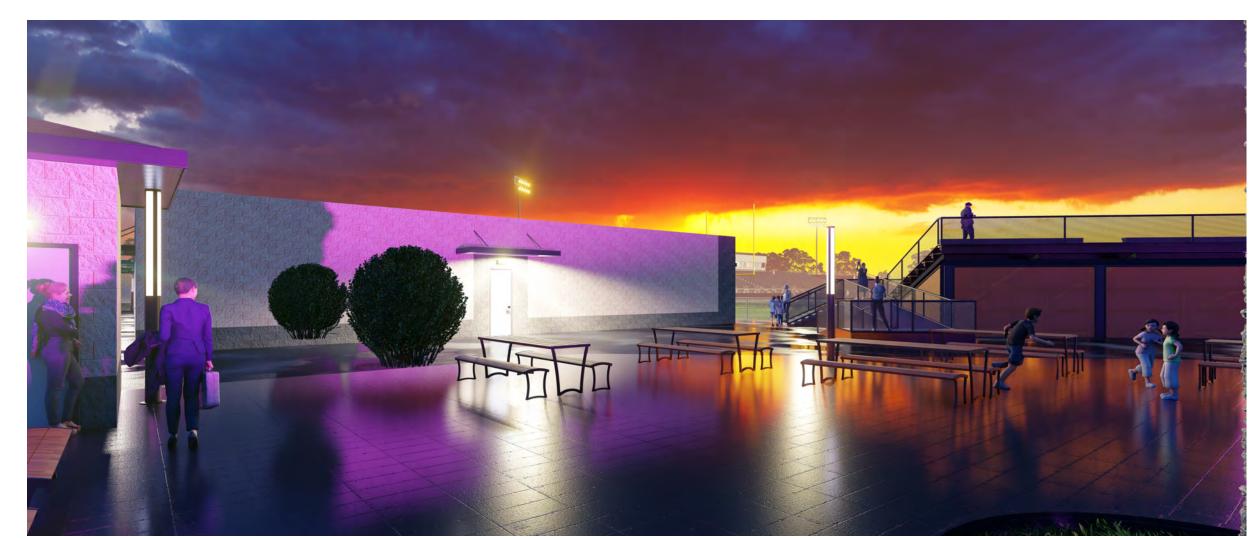
City of Woodburn, OR
Jesse Cuomo, Recreation Services Manager
503-982-5266
jesse.cuomo@ci.woodburn.or.us
CV: \$592,695

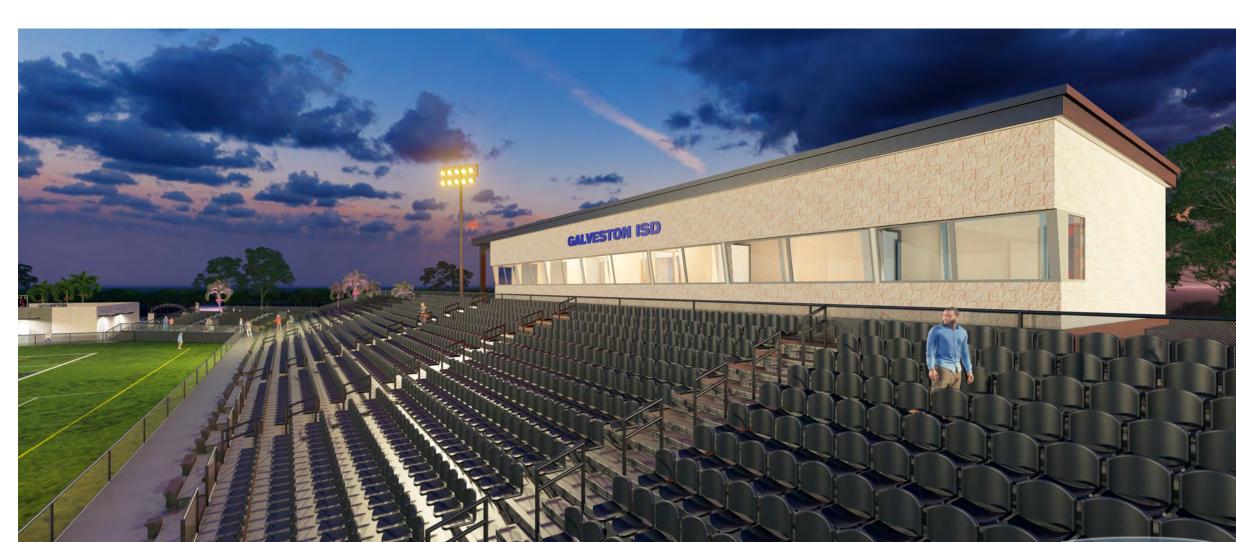
Below are additional references with detailed scopes, contact information and photos of projects where Hellas has provided athletic lighting installations along with sports surfaces and athletic facilities also provided by Hellas.













GALVESTON ISD

Galveston, TX

2023



\$20,873,260

NAME OF PROJECT

KERMIT COURVILLE STADIUM

TYPE OF PROJECT

Design Build, Renovation, New Construction

NATURE OF THE PROJECT

Turf, Lighting, Bleachers, Buildings, Stadium Demolition and Reconstruction

COMPLETION DATE

31-Aug-2023

OWNER CONTACT INFO

Sheldon Bennight 281-727-9952 sheldonbennight@gisd.org

ARCHITECT CONTACT INFO

Jeff Bresee jbresee@ceieng.com (972) 488-3737

PROJECT MANAGER

Marc Johnson

DESIGN TEAM

Hellas

CONSULTANT

Tait-Pitkin Fincher



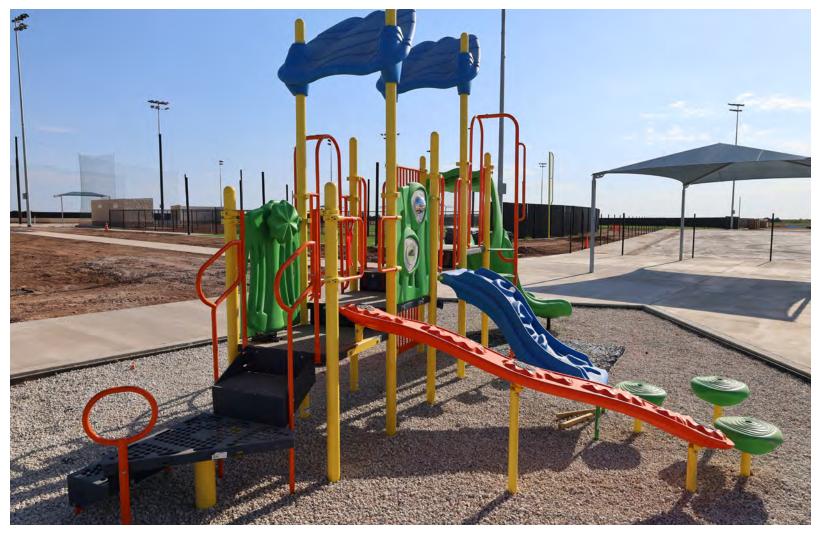














CITY OF CLYDE

HANNER SPORTS COMPLEX Clyde, TX

2023



\$14,733,800

FINAL CONTRACT AMOUNT

NAME OF PROJECT

CITY OF CLYDE

ORIGINAL CONTRACT AMOUNT

\$14,269,753

TYPE OF PROJECT

Design Build, New Construction

NATURE OF THE PROJECT

Athletic Complex construction, tennis and pickleball courts (8), lighting, parking, splash pad

START DATE

July 2022

COMPLETION DATE
August 2023

PROJECT MANAGER

Logan Bond

OWNER CONTACT INFO

Chris McGuire cmcguire@clyde-tx.gov (325) 899-2189

ARCHITECT CONTACT INFO

Eric Horn ehorn@tait-pitkin.com (512) 293-1862





















CARROLLTON-FARMERS BRANCH ISD

Carrollton, TX / Irving, TX

Ongoing



\$31,891,469

ARTIFICIAL TURF IMPROVEMENTS PHASE I

TYPE OF PROJECT

Design Build, Renovation

NATURE OF THE PROJECT

Athletic complexes for football, baseball, and softball

CONTRACT AMOUNT

\$11,941,340.00

START DATE COMPLETION DATE

13-Nov-19 1-Dec-20

ARTIFICIAL TURF IMPROVEMENTS PHASE II

TYPE OF PROJECT

Design Build, Renovation

NATURE OF THE PROJECT

Athletic complexes for baseball and softball

CONTRACT AMOUNT

\$11,441,785.00

START DATE

COMPLETION DATE

3-May-21 31-Dec-21

ARTIFICIAL TURF IMPROVEMENTS PHASE III

TYPE OF PROJECT

Design Build, Renovation

NATURE OF THE PROJECT

Bleachers and lighting for athletic complexes

CONTRACT AMOUNT

\$8,508,343.82

START DATE COMPLETION DATE

3-Oct-22 On Going

OWNER CONTACT INFO

Robert Shaw

shawro@cfbisd.edu | (972) 965-6343

ARCHITECT CONTACT INFO

CEI Engineering & Associates, Inc. jbresee@ceieng.com | (972) 488-3737















SINTON ISD

Sinton, TX 2021

SPORTS

Football, Track & Field, Tennis, Baseball, Softball

PROJECT INFORMATION

Field Construction, Field Events Construction, Track Construction, Tennis, Goal Posts, Fencing, Sidewalks, Lights, Bullpens

START: 10/01/2021

COMPLETION: 01/07/2022

\$6,876,427 (COMBINED)

OWNER CONTACT

Michael Troutman (361) 364.6681 mtroutman@sintonisd.net

SALES CONTACT

Brian Parks

PROJECT MANAGER

Jo Anne Lonzanida

DESIGN

Corgan Sylvia Cacino (512) 701.4713 sylvia.cacino@corgan.com















GREGORY-PORTLAND MS Portland, TX 2021

SPORTS

Football, Track & Field, Tennis

PROJECT INFORMATION

Lights, Bleachers, Restrooms, Concession Stands, Sidewalks, Field Construction, Track Construction, Field Events, Construction, Fencing, Goal Posts, Press Box, Scoreboard

START: 01/15/2021

COMPLETION: 09/12/2021

\$6,969,520

OWNER CONTACT

Alton A. Alexander (361) 777.1666 Ext.1027, (361) 533.1666 aalexander@g-pisd.org

SALES CONTACT

Brian Parks

PROJECT MANAGER

Juan de la Mota

DESIGN

Rhodes Architecture
Tait-Pitkin Sports
Engineering, as
subconsultants to
Hellas Construction, the
Design/Build Contractor

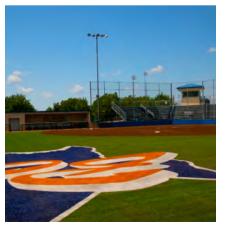












EAGLE MOUNTAIN-SAGINAW ISD 2021

Fort Worth, TX

SCHOOLS

A. Chisholm Trail High School BB

B. Chisholm Trail High School SB

C. Saginaw High School BB

D. Saginaw High School SB

SPORTS

Baseball & Softball

PROJECT INFORMATION

Field Construction, Batting Cages, Bullpens, Lighting

START: 06/01/2021

COMPLETION: 10/01/2021

\$5,642,435

OWNER CONTACT

Billy Kidd (817) 296.3363 bkidd@ems-isd.net

SALES CONTACT

Randy Bullock

PROJECT MANAGER

Joe Garcia

DESIGN

VLK Architects













PLEASANTON ISD

Pleasanton, TX

2020

SPORTS

Football, Track & Field

PROJECT INFORMATION

Field Construction, Lights, Fencing, Goal Posts, Press Box

START: 12/16/2019

COMPLETION: 04/30/2020

\$2,753,810

OWNER CONTACT

Tab Dumont (210) 269.5231 tdumont@pisd.us

SALES CONTACT

Brian Parks

PROJECT MANAGER

Santos Verdin

DESIGN

Tait-Pitkin Sports Engineering, as subconsultant to Hellas Construction, the Design/Build Contractor













THE CITY OF EAGLE PASS 2020

Eagle Pass, TX

SPORTS

Football, Soccer, Baseball, Softball, Tennis

PROJECT INFORMATION

Design/Build, Lights, Bleachers, Restrooms, Concession Stands, Sidewalks, Field Construction, Track Construction, Field Events Construction, Fencing, Goal Posts, Press Box, Scoreboard

START: 11/12/2019

COMPLETION: 12/06/2020

\$15,493,000

OWNER CONTACT

George Antuna (830) 773.1111 George.Antuna@ eaglepasstx.us

SALES CONTACT

Brian Parks

PROJECT MANAGER

Juan De la Mota

DESIGN

Tait-Pitkin Sports Engineering, as subconsultant to Hellas Construction, the Design/Build Contractor















NAVASOTA ISD

Navasota, TX

2020

SPORTS

Football, Track & Field, Tennis, Baseball, Softball

PROJECT INFORMATION

Field Construction, Track Construction, Goal Posts, Lights, Bleachers, Restrooms, Fencing, Pre-Engineered Metal Building, Post-Tension, Backboards/BeatWall

START: 03/27/2020

COMPLETION: 11/20/2020

\$7,074,570

OWNER CONTACT

Casey Dacus (258) 396.3766 dacusc@navasotaisd.org

SALES CONTACT

Jerry Gonzalez

PROJECT MANAGER

Jaclyn Tran

DESIGN

Goodwin-Lasiter-Strong (936) 637.4900





Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes	8k
2. Termination for Cause of Convenience	Yes	Sk
3. Equal Employment Opportunity	Yes	SK
4. Davis-Bacon Act	Yes	SX
5. Contract Work Hours and Safety Standards Act	Yes	CX
6. Right to Inventions Made Under a Contract or Agreement	Yes	4
7. Clean Air Act and Federal Water Pollution Control Act	Yes	SK
8. Debarment and Suspension	Yes	S
9. Byrd Anti-Lobbying Amendment	Yes	S
10. Procurement of Recovered Materials	Yes	4
11. Profit as a Separate Element of Price	Yes	SK
12. General Compliance with Participating Agencies	Yes	SX
13. Governing Law; Forum Selection.	Yes	X

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

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12000 West Parmer Lane

Authorized Representative (Please print or type)	Mailing Address			
VP of Estimating	Austin, TX 78613	Austin, TX 78613		
Title (Please print or type)	City, State, Zip			
	9/13/2024			
/ Welling				
Signature of Authorized Representative	Date			

Association of Educational

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Hellas Construction, Inc.	_ Date	9/13/2024
Address	12000 West Parmer Lane,	_ City, State Zip	Austin, TX 78613
Contact Person	Ruth Hawley	_ Title	Director of Cooperative Purchasing
Authorized Signature	Kelley	_ Title	Vice President of Estimating
Email	skelley@hellasconstruction.com	_ Phone	512-250-2910

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency				
Authorized Representative				
				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)		3/1/2025	Or	

Due Date: 9/17/24 at 1:30 p.m. ET

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
×	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: Uniform Guidance "EDGAR" Certification Solicitation Affidavit Acceptance of Solicitation & Contract	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - <i>Name of Responding</i> Company	Upload PDF	Required.
э	Exhibit A – Marketing Plan – <i>Name of Responding</i> Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Contents

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1-A - Athletic Field Lighting Part E Signature Forms (1)	4



Marketing Plan for IKIO LED Lighting

Objective: To outline how IKIO LED Lighting will market its athletic facility lighting solutions to AEPA member agencies and their participating entities across 30 states, ensuring optimal reach, engagement, and contract utilization.

1. Marketing Strategy Overview

IKIO LED Lighting will implement a comprehensive, multi-channel marketing strategy aimed at AEPA member agencies and their respective public entities, including schools, universities, and local governments. The strategy focuses on demonstrating IKIO's commitment to energy-efficient, high-performance athletic lighting solutions tailored for large-scale facilities.

2. Key Elements of the Marketing Plan

a. Dedicated Senior-Level Contract Manager

• Assign a senior-level contract manager specifically to AEPA, responsible for ensuring contract terms, pricing, and all communication flows seamlessly across member agencies. This manager will be trained in all aspects of the AEPA contract and IKIO's offerings.

b. Sales Team and Distributor Network

- IKIO currently employs **5-6 sales representatives in Indiana**, one of its key states, and has **1 dedicated sales representative in Colorado**. These representatives will focus on direct outreach and sales engagement with AEPA member agencies.
- **Distributor Network**: IKIO also has distributors in **8-10 states**, ensuring broad product availability and quick response times to customer needs. This network will support the sales team in delivering products efficiently and providing local customer service.

c. Sales Team Training

 All sales staff will be educated on the specifics of the AEPA contract, including terms, conditions, pricing structures, and order processing requirements for each state. Sales staff will lead their discussions with the AEPA contracts as a primary offer.

3. Marketing Channels

a. Online Presence

• **SEO and Online Marketing**: Optimize the AEPA landing page and related content with relevant keywords such as "athletic lighting," "facility lighting solutions," and "energy-efficient lighting" to drive organic search traffic.

b. Email Marketing

• Targeted Campaigns: Use targeted email marketing to promote IKIO's athletic lighting solutions to AEPA members. The campaign will emphasize the unique benefits of IKIO's



products, such as energy savings, durability, and the ability to meet stringent IESNA standards.

• Newsletter Inclusions: Feature IKIO's AEPA-approved products and services in relevant AEPA newsletters, highlighting case studies of successful projects such as the Rodeo Arena Stadium in Pampa, TX.

c. Sales Collateral

- Custom Sell Sheets: Develop AEPA-specific sell sheets that can be co-branded with the logos and contact details of individual member agencies. These sheets will outline the key benefits, technical specifications, and pricing for IKIO's lighting solutions.
- **Product Brochures**: Distribute digital and print brochures tailored to AEPA member agencies, showcasing IKIO's athletic lighting products with a focus on their durability, energy efficiency, and compliance with local, state, and federal codes.

4. Event Marketing

a. Trade Shows and Conferences

- AEPA Annual and Winter Meetings: IKIO representatives will attend and actively
 participate in the AEPA annual and winter meetings to engage with member agencies and
 promote the benefits of using IKIO products.
- National and Regional Trade Shows: IKIO will have a presence at key national events such as the Association of School Business Officials (ASBO), the National Association of Educational Procurement (NAEP), and the National Institute of Governmental Purchasing (NIGP). These events provide a platform to network with potential buyers and showcase IKIO's energy-efficient solutions.

b. Webinars and Virtual Events

- Educational Webinars: Host educational webinars targeting decision-makers in school districts and government agencies. These webinars will focus on the benefits of upgrading to LED athletic lighting, energy savings, and improved performance.
- Case Study Presentations: Present case studies of successful lighting projects, like the Rodeo Arena Stadium project, highlighting cost savings, energy efficiency, and ease of installation.

5. Local Outreach and Engagement

a. Collaboration with AEPA Member Agencies

- State-Level Marketing Plans: Work with each participating AEPA state to develop a customized marketing plan that fits the unique needs and procurement processes of their local education and government entities.
- State-Level Presentations: IKIO will offer virtual or in-person presentations to introduce the AEPA contract and IKIO's athletic lighting solutions to state procurement officials and educational institutions.

b. Direct Engagement with Facilities



- Facility-Specific Outreach: Target school districts and public institutions with aging or inefficient athletic lighting systems. IKIO will offer free consultations and audits to help them understand the benefits of upgrading to LED lighting under the AEPA contract.
- **Pilot Projects and Testimonials**: Where possible, IKIO will partner with early adopters of its solutions to run pilot projects. These projects will be documented and shared with other AEPA members as testimonials, building trust and interest in IKIO's offerings.

6. Promotional Materials

a. Digital Catalogs and Pricing Tools

• Provide AEPA member agencies with an up-to-date digital catalog featuring product listings, specifications, and discounted pricing for athletic lighting solutions.

b. Case Studies and Success Stories

 Develop case studies that showcase IKIO's successful projects, focusing on energy savings, ease of installation, and post-installation support. Case studies will be distributed via email campaigns, trade shows, and webinars.

7. Reporting and Monitoring

a. Quarterly Sales and Administrative Reports

• IKIO will provide quarterly sales and administrative fee reports to AEPA and its member agencies, ensuring transparency and accountability in all transactions.

b. Continuous Improvement

IKIO will continuously gather feedback from AEPA member agencies and adjust its product
offerings, pricing strategies, and marketing messages based on this feedback. The goal is to
increase engagement and ensure IKIO is meeting the needs of AEPA members

8. Conclusion

IKIO LED Lighting is committed to supporting AEPA member agencies by providing high-quality, energy-efficient athletic lighting solutions tailored to their specific needs. Through targeted digital marketing, trade show presence, and collaborative outreach, IKIO aims to maximize the use of the AEPA contract and help member agencies achieve cost savings while upgrading their facilities with state-of-the-art lighting solutions.

This marketing plan demonstrates IKIO's dedication to actively promoting and growing the AEPA contract by building strong relationships with member agencies, engaging directly with potential customers, and leveraging IKIO's extensive experience in the lighting industry.



Part E - Signature Forms AEPA 025-A Athletic Field Lighting

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Responding Company" (i.e. one PDF document for all signature forms).
- 4. Submit Part E, along with other required documents in Bonfire.

The following sections will need to be completed prior to submission as <u>one (1), single PDF</u> titled "Part E – Signature Forms – Name of Responding Company".

<u>Uniform Guidance "EDGAR" Certification Form</u> – *signature required Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

^{*}Note, a solicitation checklist has been provided to review with your submission.

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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

Due Date: 9/17/24 at 1:30 p.m. ET

Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Due Date: 9/17/24 at 1:30 p.m. ET

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	C.T
2. Termination for Cause of Convenience	Yes, I agree	C.T
3. Equal Employment Opportunity	Yes, I agree	C.T
4. Davis-Bacon Act	Yes, I agree	C.T
5. Contract Work Hours and Safety Standards Act	Yes, I agree	C.T
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	C.T
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	C.T
8. Debarment and Suspension	Yes, I agree	C.T
9. Byrd Anti-Lobbying Amendment	Yes, I agree	C.T
10. Procurement of Recovered Materials	Yes, I agree	C.T
11. Profit as a Separate Element of Price	Yes, I agree	C.T
12. General Compliance with Participating Agencies	Yes, I agree	C.T
13. Governing Law; Forum Selection.	Yes, I agree	C.T

Ikio LED Lighting
Name of Business
Chris Tomalewski
Signature of Authorized Representative
Chris Tomalewski
Printed Name
9/15/24
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Chris Tomalewski	8470 Allison Pointe Blvd, Ste 128	
Authorized Representative (Please print or type) Vice President- Business Development	Mailing Address Indianapolis, IN, 46250	
Title (Please print or type)	City, State, Zip	
	9/15/24	
Chris Tomalewski		
Signature of Authorized Representative	Date	

Association of Educational

ceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Ikio LED Lighting	_ Date	9/15/24
Address	8470 Allison Pointe Blvd, Ste 128	_ City, State Zip	Indianapolis, IN, 46250
Contact Person	Inderpreet Singh	_ Title	Business Development Manager
Authorized Signature	Chris Tomalewski	_ Title	Vice President- Business Development
Email	ctomalewski@ikioledlighting.com	_ Phone	317-737-4287

Due Date: 9/17/24 at 1:30 p.m. ET

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Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence	•			
(Member Agency to select)		3/1/2025	0r	

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"x"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
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	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
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AEPA Sports Lighting Marketing Plan

Background

PSG Energy Services is a nationwide design-build contractor specializing in solar, electric vehicle and lighting solutions. PSG has performed our services in all 50 states and is growing rapidly in our niche, focused markets which include Sports Lighting as a core area of focus.

PSG has made sports lighting a key market initiative and has spent exhaustive time, energy and effort to build a team of sports lighting specialists. Unlike most other contractors, PSG owns the entire customer experience from the initial sales call to final installation and commissioning of systems.

Geographic Scope

PSG has teams located across the United States. Our nationwide team includes sales, project management and construction labor such that we can provide the same standard of service and quality to our customers from coast to coast.



Sales Members by the 100's

PSG has curated a portfolio of industry-leading manufacturers and suppliers to ensure we can provide the right product at the right price for every client no matter their needs. PSG is not beholden to any one specific manufacturer, and we take pride in ensuring the client's needs are uniquely met based upon their actual needs, budget and site constraints.

While PSG has on staff sales members across the county, each one of our manufacturers also has their own on staff sales assets. Most manufacturers also partner with lighting representatives across the county. This means that PSG brings a sales and marketing team comprised of 100s of trained and experienced sports lighting sales assets in every state across the county all of which will have a vested interested in seeing PSG supply and install sports lighting for AEPA clients.

Marketing Plan

Phase 1: Notification to Manufacturers

PSG works with various suppliers and manufacturers in the sports lighting segment including CHM Lighting, SLG Lighting, LSI and SportsBeams. Upon award, we will immediately notify our partner manufacturers and hold training for our partners on how the AEPA contract works and how it can be leveraged to sell to AEPA members. Each manufacturer has their own sales team, markets segments and strengths that we will leverage to bring opportunities to PSG specific to AEPA members. As the contract holder, our manufacturers will bring leads to PSG such that we can coordinate and work directly with the members once the need has been identified.

Phase 2: Digital Marketing and Awareness

In coordination with AEPA, we will immediately work to create a landing page on our PSG Energy Services website to describe the AEPA contract, list our contract number and provide a portal for interested members to submit questions and RFQs directly to PSG under our AEPA contract.

LinkedIn is a primary focus of our digital marketing efforts and we will work to promptly push news to all of our clients that PSG now holds an AEPA contract with links included to the PSG AEPA landing page on our website.

Phase 3: Direct Sales Effort

PSG will contact AEPA members to notify them of our award and the ability to procure sports lighting solutions from PSG via our AEPA contract. For members that are interested in procuring sports lighting solutions from PSG, we will dispatch a sales member and/or a field auditor to assess the clients' needs to ensure we are proposing the solution(s) that best fit their needs. This direct sales effort will be a combination of e-mail, phone and in person meetings led by our on staff PSG sales members.

Phase 4: Leverage AEPA Success

It is critical that we build upon success and that means marketing our first projects awarded through the AEPA program to demonstrate how the project streamlined the process for the member, saved time and money and delivered a high quality, successful project. This marketing will consist of white papers, videos and other digital media like LinkedIn, e-mail marketing to push the word out to AEPA members so they understand the value of the PSG contract and how it can help streamline their sports lighting procurement and installation.

Additional Steps:

Team Member Training:

PSG will require all sales members to attend training sessions on the AEPA contract so that they understand what the sales process is like, who AEPA is and what processes or guidelines we must follow to ensure compliance with our AEPA contract. PSG will ensure management is trained in coordination with AEPA and we will hold internal meetings and training for the remainder of our team to ensure efficient and effective sales efforts in compliance with our AEPA contract.

Member Training:

PSG has team members on staff that have previous experience with a cooperative sports lighting contract with Sourcewell. From their experience, they determined that some Sourcewell Members did not know they were a member or how to process a project through the Sourcewell Cooperative.

PSG would implement a program for AEPA members to help them determine if they are a member and how to utilize the program. All training literature and information would be coordinated with AEPA such that we can confirm we are providing the members clear, concise and consistent information on the AEPA Cooperative.

Marketing for Non-Members:

PSG will coordinate with AEPA on how new organizations can join AEPA. As our sales team works across the county, we will inevitably find organizations that are not AEPA members but that could benefit from the AEPA Cooperative. Part of our sales and marketing efforts will also include ensuring that non-members are informed of the benefits of AEPA membership and that we work with them to understand how to become a member so that they can take advantage of our contract.

Co-Branding Marketing:

Wherever possible and practical, PSG will include AEPA branding on our sports lighting literature to ensure that all PSG clients know that we hold a AEPA contract, and our entire portfolio of sports lighting products and services can be procured through our AEPA contract. This would include items like:

- Team member e-mail signatures
- Trade show booth marketing
- Printed sales collateral
- Website
- Social media posts
- Videos

PSG Energy Services Approved Subcontractors

Name	Area of Performance
Absolute Electric	New York
All Wiring Electric, LLC	New York, New Jersey
TCL Electrical & Lighting (TCL Industries Inc)	Illinois
Southern Underground & Boring	Georgia
Lumen Lighting & Electric	Texas
Lighting Solutions	Georgia, Virginia
Commonwealth	Alabama, Arizona, Arkansas, California, Delaware, Connecticut, Florida, Georgia, Hawaii, Iowa, Indiana, Illinois, Idaho, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Rhode Island, Pennsylvania, South Carolina, South Dakota, Oregon, Oklahoma, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Colorado, DC
Craft Electric, Inc.	Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Wisconsin, DC
Hawaii Energy	Hawaii
Five Star	Missouri
Energy Star Lighting & Electric Inc.	Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Idaho, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin

Capital City	Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin
Premier Electric, LLC	Alaska
Camp Electric	Maine, Mississippi, North Carolina, Tennessee, South Carolina, Virginia, Florida, Georgia, Maryland
PSG	Georgia, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, DC, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Wisconsin, West Virginia
Imperial	Illinois, Indiana
Northwest Edison	Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Georgia, Florida, Illinois, Indiana, Idaho, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin
Gulf Electric	Alabama
Rocket Electric	Georgia
Onital	Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Indiana, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin

Unity Works Lighting	Alabama, Alaska, Arizona, California, Arkansas, Colorado, Connecticut, Florida, Delaware, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wyoming
Staley Technologies	Alabama, Alaska, Arizona, Arkansas, Colorado, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Indiana, Illinois, Idaho, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin
Riverside Electric	Florida
LMS (Lighting Maintenance & Services, Inc)	Utah
NRG	Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Indiana, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Michigan, Massachusetts, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin
NLMS	Alabama, Arizona, Connecticut, Georgia, Florida, Illinois, Iowa, Kansas, Indiana, Kentucky, Minnesota, Michigan, Missouri, Montana, Mississippi, North Carolina, New Jersey, Nevada, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin
Hallmark	Massachusetts
Commercial Illumination	Alabama, Florida, Georgia, Indiana, Louisiana, Maryland, Michigan, Montana, New Jersey, North Carolina, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Connecticut, DC, Delaware, Idaho, Mississippi, Nebraska, New Mexico, South Dakota
Kortman	Arizona
Switch It Up LED	Colorado

Matt Tennant	Alaska
Florida Lighting Maintenance	Florida
Parsons/PEC Solutions	Minnesota
Sunray LLC	Kansas
Brighter Solutions	Ohio, Indiana, Kentucky, Massachusetts, New Hampshire, New Jersey, Oklahoma, Pennsylvania, Texas, Wisconsin



Part E - Signature Forms AEPA 025-A Athletic Field Lighting

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Responding Company" (i.e. one PDF document for all signature forms).
- 4. Submit Part E, along with other required documents in Bonfire.

The following sections will need to be completed prior to submission as <u>one (1), single PDF</u> titled "Part E – Signature Forms – Name of Responding Company".

<u>Uniform Guidance "EDGAR" Certification Form</u> – *signature required Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

^{*}Note, a solicitation checklist has been provided to review with your submission.

Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

and agreements contained herein.			
Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial	
1. Violation of Contract Terms and Conditions	YES, I agree	J H	
2. Termination for Cause of Convenience	YES, I agree	JH JH	
3. Equal Employment Opportunity	YES, I agree	JH JH	
4. Davis-Bacon Act	YES, I agree	JH JH	
5. Contract Work Hours and Safety Standards Act	YES, I agree	Mt Dis	
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	Jt	
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	os IH	
8. Debarment and Suspension	YES, I agree	Ds JH	
9. Byrd Anti-Lobbying Amendment	YES, I agree	Dos Jet	
10. Procurement of Recovered Materials	YES, I agree	Jt+	
11. Profit as a Separate Element of Price	YES, I agree	Os It	
12. General Compliance with Participating Agencies	YES, I agree	JH JH	
13. Governing Law; Forum Selection.	YES, I agree	Ds IH	

PSG ENERGY SERVICES LLC
Name of Business
Josh Hughes
Signature of Authorized Representative
Josh Hughes
Printed Name
9/16/2024
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Josh Hughes	4301 Mead Rd	
Authorized Representative (Please print or type)	Mailing Address	
Principal	Macon, GA 31206	
Title (Please print or type)	City, State, Zip	
Josh Hughes	9/16/2024	
Signature of Authorized Representative	Date	



Acceptance of Solicitation & Contract Award

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	PSG Energy Services LLC	_ Date	9/16/2024
Address	4301 Mead Rd	_ City, State Zip	Macon, GA 31206
Contact Person	Josh Hughes	_ Title	Principal
Authorized Signature	Josh Hughes	_ Title	Principal
Email	jhughes@psg-energy-services.com	_ Phone	678-230-9418

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)		3/1/2025	0r	

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
	Part E - Signature Forms - Name of Responding Company Includes: • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract	Single, Scanned PDF	Required. Signatures required.
	Part F - Pricing Schedule - Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog - Name of Responding Company	Upload PDF	Required.
	Exhibit A - Marketing Plan - Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Recommendation for New Contracts

AEPA 025-A Athletic Lighting.

Solicitations rejected PRIOR to Category Committee evaluation with cause for rejection:

- ABT Inc. (Including SportsEdge, Childforms, ABT Drains, and ABT Metals) Did not provide a Bid Bond.
- ATG Electronics. Did not provide a Bid Bond

Solicitations rejected DURING Category Committee evaluation with cause for rejection:

Siteco Lighting - Did not submit the required pricing on form F.2. On the large project, they were 74% higher than the least expensive bidder.

Techline Sports Lighting – Did not submit any discounts or pricing on the required forms. They only priced the Small project and Large project.

Methodology Used b	the Committee for Determination
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X	Low responsive and responsible Respondent(s) based on the attached price tabulation.
	Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.
	Responsive and responsible Respondent based on specialty offerings or value.

Vendor(s) recommended, ranked by lowest price comparison (where applicable, lowest price = 1.). Attach a pricing comparison with reason for recommendation OR include ranking and reasoning on any price tabulation or market basket study used in your methodology (see previous section).

- Hellas Construction: Offered the lowest price for the Large Project and was competitive on the Small Projects as well as the wage rates coefficients and Service pricing
- 2. **PSG Energy Services**, 4.8% higher on Large Project. PSG offered most of the lesser-priced coefficients in the wage rates category and were competitive in the Service / Labor Rates
- 3. **GeoSport Lighting**, 8.5% higher on the Large Project. GeoSport was the most competitive in the Service / Labor Rates comparison.
- 4. **IKIO LED Lighting**: They offer only products. I did a Google market analysis, and IKIO is very competitive in its product offering.

The below responses listed deviations and/or exceptions:

N/A

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:

Siteco Lighting

Techline Sports Lighting

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

GeoSport Lighting

Hellas Construction

IKIO LED Lighting

PSG Energy Services

Committee Members

Committee Chair - Name & Signature: Andrew Pickens

Committee Member: Todd Merriman

Committee Member: Rob Naughton

Committee Member: Kevin Hess, Jan Hanlon, and John Tortelli



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Hellas Construction, Inc.	_ Date	9/13/2024
Address	12000 West Parmer Lane,	_ City, State Zip	Austin, TX 78613
Contact Person	Ruth Hawley	_ Title	Director of Cooperative Purchasing
Authorized Signature	Kelley	_ Title	Vice President of Estimating
Email	skelley@hellasconstruction.com	_ Phone	512-250-2910

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency		Cooperative Purchasing Connection (MN)				
Authorized Representative Jane Eastes		Executive Deputy Director				
Awarded this	20th	day of	February	Contract Number	025-A	
Contract to commence						
(Member Agency to select)		3/1/2025	Or			



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	School Specialty, LLC	Date	9/9/2024
Address	W6316 Design Drive	City, State Zip	Greenville, WI 54942-8404
Contact Person	Sarah Peterson	Title	Director - Bids & Contracts
Authorized Signature	Shop St	Title	Director - Bids & Contracts
Email	bidnotices@schoolspecialty.com	Phone	888-388-3224

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency North Dakota Educators Service Cooperative					
Authorized Repre	esentative Jav	Docusigned by: EXECUTIVE DEPUTY DIRECTOR 609BB132BB3040A		Executive Deputy Director	
Awarded this	20th	day of	February	Contract Number 025-E	
Contract to comm	ence				
(Member Agency	to select)		3/1/2025	Or	