



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6542

This contract entered into this 8th day of February 2023, by Musco Sports Lighting, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From February 19, 2023 through February 18, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal MPM-1172 dated December 9, 2022:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated December 27, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated February 8, 2023.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: [Signature]
(Signature)
James M. Hansen
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
Michael Morrison
(Printed Name)

Title: Secretary

Title: Buyer Senior

NEGOTIATION SUMMARY

MUSCO SPORTS LIGHTING, LLC

RFP# MPM-1172

2/8/2023

The Primary Point of Contact for this Contract is:

Amanda Hudnut
1-800-825-6030
musco.contracts@musco.com

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

See Attached Sheets.

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Amanda Hudnut

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the Commonwealth of Virginia to the job site. Additional freight cost may be incurred outside of the Commonwealth of Virginia.

Terms: Net 30 days upon receiving a proper invoice

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155

James Madison University
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Theatrical, Athletic Field and Specialty Lighting

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(In/Out)		(In/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty	
Light Level	Price per Square foot
1 fc	\$0.74/sq ft

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SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

James Madison University
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Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$70,181

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

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MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link® Retrofit (adapts to existing contactors - Control Module Only , (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGBW Fixture	\$6,000
TLC for LED® RGB-U Fixture	\$6,000
Show-Light® entertainment services packages* (customized controls)	Call for quote
LED Egress Fixture	\$4,000
Pathway LED w/15' pole	\$6,000

*Musco is not responsible for obtaining or any cost associated with music licenses.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- B. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- C. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- D. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- E. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.
- F. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- G. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.

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Theatrical, Athletic Field and Specialty Lighting

- H. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- I. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- J. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

James Madison University

Request for Proposal
for the procurement of

Theatrical, Athletic Field and Specialty Lighting
RFP # MPM-1172

Submitted by

Musco Sports Lighting, LLC

100 1st Ave West
PO Box 808
Oskaloosa, Iowa 52577
Phone: 800-825-6030
Fax: 641-672-1996





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A. RFP Cover Sheet and All Addenda Acknowledgments



REQUEST FOR PROPOSAL
RFP # MPM-1172

Issue Date: December 9, 2022
Title: Theatrical, Athletic Field and Specialty Lighting
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 10, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Musco Sports Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

By: 
(Signature in Ink)
Name: Jeff Mc Nulty
(Please Print)
Title: Vice President Sales & Service

Date: 12/27/2022

Phone: 800-825-6030

Web Address: www.musco.com

Fax #: 641-672-1996

Email: musco.contracts@musco.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒ ⇒ SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.





B. Statement of Needs



Statement of Needs
(RFP Section IV, Paragraph B, 1 - 4)

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.

Musco Sports Lighting, LLC (Musco) provides a custom design build system upon which the RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based upon structural code and utilizing IBC 2018, 110 mph, Exposure C.

2. Provide discounted line item pricing for services and labor rates.

Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.

**See supporting documentation (Tab H):
Pricing Schedule**

3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.

Musco provides a custom design build system upon which RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

4. Provide a general narrative description of the equipment/products and related services.

Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise

Statement of Needs
(RFP Section IV, Paragraph B, 4 cont'd)

light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program.

SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.

Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data.

Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses.

Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

Statement of Needs
(RFP Section IV, Paragraph B, 4 cont'd - 5)

MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest!

See supporting documentation (Tab I):

- TLC for LED® Total Light Control™ (M-2182-enUS-4)
- Retrofit Lighting Solutions (M-2309-enUS-3)
- Indoor Lighting Solutions (M-1767-enUS-3)
- Musco Control Solutions (M-1546-enUS-15)
- Mini-Pitch System (M-3208-enUS-6)
- MuscoVision (M-3836-enUS-2)
- Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
- Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
- Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
- Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.

Musco has over 170 Team members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in the warranty document.

See supporting documentation (Tab I):

- Musco's Controls & Lighting Services Team (M-1525-enUS-5)
- Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
- Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
- Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
- Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

Statement of Needs
(RFP Section IV, Paragraph B, 6 - 10)

6. Describe offeror's ability to provide assistance of design/layout of new installation.

Musco has an in-house team of experienced lighting designers, industry leaders, who bring specialized areas of expertise. Musco provides a custom design for each field's unique characteristics by our design team. Musco also has various engineering firms that we partner with to give us the ability to meet any additional needs (including but not limited to structural & electrical engineering, photometric design, etc.)

7. Describe in detail the complete shipping and delivery program.

All products are shipped from Musco's manufacturing facilities located in Iowa. Shipping and handling/freight is included in product pricing. Musco will coordinate delivery with owner, installing contractor and any other interested parties to a previously agreed site.

8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

Standard delivery is 6 to 8 weeks from notice to proceed. If product is needed outside of standard delivery, it will be addressed on a per project basis.

9. Describe how/when you offer additional quantity or volume discounts.

Musco provides a custom design build system upon which the RFP pricing is based. There is a possible shipping savings if more than one project is purchased at the same time or if during the design process it is deemed that poles may be shared between fields therefore reducing the number of poles required.

10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.

Musco provides a custom design build system and therefore does not require an exchange and return program. However, Musco agrees that an exchange will be granted for defective on-arrival products. Musco's warranty program ensures product will perform to the original design criteria for the warranty period up to 25 years (depending on product).

Statement of Needs
(RFP Section IV, Paragraph B, 11 - 13)

11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in our warranty documents.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)

Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)

Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)

Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.

Musco can provide a Cost of Ownership comparison. This comparison will evaluate the proposed lighting system to typical or existing lighting. It will provide energy, maintenance, and control savings over any requested time period.

Musco has over 45 years of experience developing energy efficient lighting systems and lighting design expertise. This expertise along with our local Field Sales Representatives allows Musco to evaluate each field/site on an individual basis to determine the most efficient lighting solution for the duration of the warranty.

13. Describe offeror's ability and specific plan to provide and monitor system performance.

Control-Link® is a reliable, cost-effective system that helps control, monitor, and manage the facility. In addition, it can control your existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ service center is staffed 24/7/365 to assist with your scheduling and reporting needs.

Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. Proactive remote testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.

See supporting documentation (Tab I):

Musco Control Solutions (M-1546-enUS-15)

Control-Link® Control and Monitoring System (M-2019-enUS-4)

Statement of Needs
(RFP Section IV, Paragraph B, 14 - 17)

14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.

Control-Link Central™ operators shall be available 24/7/365 via web site, phone, fax, or email. Maintenance service specialists shall be available 8 am to 5 pm Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other cause beyond its control.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

15. Describe how the offeror will determine and convey time frame for immediate maintenance services.

Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. Musco has the ability to hire a local electrical contractor to perform any services.

16. Describe in detail warranty given on all equipment and service.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in the warranty documents.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, the Musco Product Assurance & Warranty Program covers the expense of technicians travel time and mileage to perform the warranty repairs.

Statement of Needs
(RFP Section IV, Paragraph B, 18 - 21)

18. Specify if offeror is an “authorized” distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

Musco is not an “authorized” distributor and service provider for ETC products.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.

Musco agrees that an exchange will be granted for defective on-arrival products. Musco products and services are guaranteed to perform for the customer as detailed in the warranty document.

20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.

See supporting documentation (Tab I):
Sample Quote
Sample Invoice

21. Specify offeror’s ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.

Musco is unable to accept Small Purchase Charge Card, bank card, or credit card payments.

Statement of Needs
(RFP Section IV, Paragraph B, 22 - 23)

22. Provide primary customer service contact for James Madison University lighting services.

Contract Administration

Amanda Hudnut
Phone: 800-825-6030
Email: musco.contracts@musco.com

Sales Director

Doug Miller
Phone: 800-825-6030
Email: musco.contracts@musco.com

Virginia Sales Representatives

Steve Wiley
Phone: 804-836-6785
Email: steve.wiley@musco.com

Joe Forche

Phone: 804-835-8950
Email: joe.forche@musco.com

Customer Service

Control-Link Central™ service center
Phone: 877-347-3319
Email: schedule@musco.com

Warranty

Control-Link Central™ service center
Phone: 877-347-3319
Email: warranty@musco.com

23. Acknowledge understanding that all items are FOB Destination.

Musco acknowledges that all items are FOB Destination.

Statement of Needs
(RFP Section IV, Paragraph B, 24 - 25)

24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.

Musco has worked with every member of VASCUPP over our company history. We have completed numerous projects that range from small single field lighting projects to large stadiums and multi-field athletic complexes. The contracts for these projects were done using a variety of purchasing methods including but not limited to public bid, cooperative purchase, sole source contract, and even through the use of a VASCUPP contract.

To complete these projects, we have worked and continue to work with various departments at the educational institutions and government entities. Musco will work hand in hand with Athletics, Intramurals, Maintenance, Facilities, Park and Recreation, Engineering, as well as Purchasing. Musco's goal at the end of the project is to have the correct amount of light for the least amount of cost over the warrantied period. In order for this to happen, it takes a lot of collaboration from not only Musco's end during construction but also from the owners end during the design process.

See supporting documentation (Tab I):

Project Installations – VASCUPP Members

Project Installations – VASCUPP Non-Members

Project Installations – Virginia

25. Describe all other goods or services your company can provide and list any associated costs.

Musco has the ability through our current partnerships to provide lighting for areas in addition to the goods and services detailed above. These areas include but are not limited to parking lots, pathways, security lighting, and roadways. The lighting equipment for these projects will be priced on a per project basis.

See supporting documentation (Tab H):

Pricing Schedule



C. Musco Written Narrative



**Musco Written Narrative
(RFP Section V, Paragraph B, 3)**

Musco has shaped the history of sports and transportation/infrastructure lighting since 1976, specializing in the design and manufacture of systems for venues around the world. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to international airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games.

Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.

Musco has provided sports lighting solutions on high profile venues like Daytona International Speedway, Mercedes-Benz Superdome (home of the New Orleans Saints), and AT&T Stadium (home of Dallas Cowboys). As well as meeting the needs of local cities, schools, and private organizations in Virginia such as Fairfax County Park Authority (VA), Loudoun County (VA), and City of Virginia Beach (VA).

Musco has created partnerships with organizations like Little League International, United States Soccer Foundation, National Recreation and Park Association and North Carolina High School Athletic Association, to name a few. Our ability to provide the necessary resources to any given project has been at the core of the Musco Team. As proud as we are of our product, we are equally proud of our team of people that make it happen on a daily basis.

See supporting documentation (Tab I):

Company Profile (M-1459-enUS-14)

We Make It Happen (M-2886-en04-9)



D. Offer Data Sheet (Attachment A)



ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 46 Months _____

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Liberty University	10+ years	1971 University Blvd, Lynchburg, VA 24502	Kris Becraft 434-592-4739
University of Virginia	10+ years	University Hall, Charlottesville, VA 22903	Mike Doto 434-924-9004
Old Dominion University	10+ years	Athletic Administration Building, Norfolk, VA 23529	Greg Smith 757-683-6026
Fairfax County Park Authority	10+ years	12055 Government Center Pkwy Ste 927 Fairfax, VA 22035	Paul Shirey 703-324-8738
Loudoun County	10+ years	1 Harrison Street Southeast Leesburg, VA 20177	Steve Torpy 703-777-0345

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Amanda M. Hudnut, 100 1st Ave West, Oskaloosa, IA 52577

Doug Miller, 100 1st Ave West, Oskaloosa, IA 52577

- 3. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____



E. Contractor/Subcontractor License Requirement



**Contractor/Subcontractor License Requirement
(RFP Section VIII, Paragraph R & S)**

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: **Musco Sports Lighting, LLC** Subcontractor Name: _____

License # **2705061726** Type **Class A**

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. **2705061726** Specialty **ELE**
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

**See supporting documentation (Tab I):
Virginia Contractors License**



F. Small Business Subcontracting Plan (Attachment B)



ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Musco Sports Lighting, LLC Preparer Name: Amanda M. Hudnut

Date: 12/12/2022

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
 Procurement Name and Number: **James Madison University RFP# DMS-977 Theatrical, Athletic Field and Speciality Lighting**
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

12/12/2022
Date Form Completed

Offeror / Proposer:
Musco Sports Lighting, LLC
 Firm

100 1st Ave West, PO Box 808, Oskaloosa, IA 52577
 Address

Amanda M. Hudnut 800-825-6030
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Branham Electric Corp 4113 S Military Hwy Chesapeake, VA 23321	Randy Branham 757-487-6024	670455	Installation		
Farmville Excavation Co. DBA Icon Sign & Lighting 416 E 3rd St Farmville, VA 23901	Clint Baldwin 434-392-1700	657054	Installation		
Woodward Electrical Contractors, Inc. 27066 North Fork River Road Saltville, VA 24370	Randy Woodward 276-944-4747	684580	Installation		

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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G. VASCUPP Member Sales



**VASCUPP Member Sales - last 12 months
(RFP Section V, Paragraph B, 6)**

George Mason University	\$388,811
James Madison University	
Old Dominion University	\$639,782
Radford University	
University of Virginia	\$733,670
Virginia Commonwealth	\$54,477
Virginia Military Institute	
Virginia Tech	\$1,372,411
William & Mary	
Longwood University	
University of Mary Washington	



H. Pricing Schedule



James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Amanda Hudnut

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the Commonwealth of Virginia to the job site. Additional freight cost may be incurred outside of the Commonwealth of Virginia.

Terms: Net 30 days upon receiving a proper invoice

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(In/Out)		(In/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty	
Light Level	Price per Square foot
1 fc	\$0.74/sq ft

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$70,181

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link® Retrofit (adapts to existing contactors - Control Module Only , (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGBW Fixture	\$6,000
TLC for LED® RGB-U Fixture	\$6,000
Show-Light® entertainment services packages* (customized controls)	Call for quote
LED Egress Fixture	\$4,000
Pathway LED w/15' pole	\$6,000

*Musco is not responsible for obtaining or any cost associated with music licenses.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- B. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- C. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- D. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- E. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.
- F. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- G. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

- H. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- I. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- J. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

End of Bid



I. Supporting Documentation





Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

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

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

Structural Integrity

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

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



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

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

Additional Provisions

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

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

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

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

5. Contract Limitations:

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

Signature: _____

Vice President of Sales



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

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

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

Structural Integrity

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

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

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

Additional Provisions

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

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

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

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

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
- e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

- 7. Governing Law:** The Contract shall be interpreted and enforced according to the laws of the project location.

- 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____

City: _____ State: _____

Covered product(s) Mini-Pitch System™ modular sports solution with TLC for LED® luminaires

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your Mini-Pitch System™ modular sports solution to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Structural Integrity

Your Mini-Pitch System modular sports solution has been designed to meet or exceed local building codes and resist corrosion. Structural integrity of the system including fence panels, goals, seating, and light poles is guaranteed for the warranty period.

Light Performance

Luminaire outages that occur during the warranty and maintenance period will be repaired or replaced.

Control Services

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, or email. Our trained Control-Link Central™ service center team is available 24/7/365. Regular usage reports are always available on Control-Link Central's web site.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Terms and Conditions

Musco Sports Lighting, LLC ("Musco") or an authorized servicer shall furnish labor and parts necessary to restore operation of Covered Product(s) to original design criteria provided the failure was a result of normal usage.

This Contract covers Mini-Pitch System™ modular sports solution with Control-Link®, TLC for LED®, and any additional Musco manufactured product as listed on page 1. "We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s).

This Contract cannot be changed without the prior written approval of Musco. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. Availability of Service:

- a. Control-Link Central™ operators are available 24/7 via web site, phone, fax, or email.
- b. Maintenance service specialists are currently available 8AM to 5PM Central Time Monday through Friday, except for national holidays. Services shall be rendered during these same hours in your local time zone.

2. Determination of Repairs: Musco will utilize any information provided by the facility owner to determine any needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. Your Requirements Under this Contract: You agree to meet and maintain all electrical requirements (if any) and install as specified by Musco or as approved in advance by Musco's Warranty Department.

4. Service Limitations: Musco will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services due to causes beyond its control.

This Contract does not cover maintenance, repair, or replacement due to damage from:

- a. External causes such as but not limited to misuse, vandalism, or unauthorized repairs or modifications. (Unauthorized repairs or modifications void this warranty in its entirety.)
- b. Failure of any non-Musco equipment or electrical systems.
- c. Acts of nature such as but not limited to weather events or lightning.

5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE AWAITING PARTS.

b. **LIMITATION OF LIABILITY:** To the extent permitted by law, liability of Musco for any defective Covered Product(s) shall be limited to repair or replacement of the Covered Product(s). THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. If applicable, the liability of the issuing surety of the surety bond is limited to the first 12 months of the warranty period.

d. Musco requires reasonable access for equipment to service the system. We will follow designated access routes but will not be responsible for damage on the property for operating equipment in the prescribed manner.

e. If we find that any parts of the Covered Products become obsolete, prohibited by law or regulation or are no longer available, Musco may replace them with comparable parts at our discretion. We will notify you of any replacement cost prior to starting the work.

6. Transfer and Assignment: Except to facility owners, you cannot assign your rights and obligations under this Contract without prior written consent of Musco. A successor of your entire business shall acquire your interests under this Contract.

7. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. Subrogation: In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which our vendors, agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



5 Year Warranty

5-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your automated broadcasting system to original design criteria for 5 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Camera Structure System

Individual camera and image processing system outages that occur during the warranty period will be repaired at the earliest available date. Your project has been designed to meet building codes. Structural integrity of MuscoVision equipment including poles, foundations, mounting brackets, and associated hardware is guaranteed for the warranty period.

Networking Equipment

Networking equipment required to collect individual camera input and distribute broadcast content to the on-site customer provided internet connection point is guaranteed for the warranty period.

Automated Production System

Musco guarantees all automated production hardware and software required for camera switching and game tracking for the warranty period, including software updates required to maintain system operation.

Monitoring, Maintenance, and Control Services

Musco shall monitor the operation of your MuscoVision™ automated broadcasting system broadcasts, and report hours. If outages are detected that will affect your ability to stream scheduled broadcasts, Musco will proactively contact you and attempt to correct the outage through use of remote access tools as quickly as possible. In the event that the outage is a result of a Musco hardware or equipment failure at your site, Musco will dispatch a repair technician.

Control of your automated broadcasting system is provided via an easy-to-use website scheduling system, smartphone app, phone, or email. Our Control-Link Central™ service center Team is available 24/7/365.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 5-year period.



5 Year Warranty

5-Year Product Assurance & Warranty Program

Terms and Conditions

Musco Sports Lighting, LLC ("Musco") or an authorized servicer shall furnish labor and parts necessary to restore operation of Covered Product(s) to original design criteria provided the failure was as a result of normal usage.

This Contract covers MuscoVISION™ automated sports broadcasting with Control-Link® and any additional Musco manufactured product as listed on page 1. "We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s).

This Contract cannot be changed without the prior written approval of Musco. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. Availability of Service:

- Control-Link Central™ operators are available 24/7 via website, phone, fax, or email.
- Maintenance service specialists are currently available 8AM to 5PM Central Time Monday through Friday, except for national holidays. Services shall be rendered during these same hours in your local time zone.

2. Determination of Repairs: Musco will utilize the field monitoring system and any information provided by the facility owner to determine any needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. Your Requirements Under this Contract: You agree to meet and maintain all electrical, installation, software updates and internet connection requirements as specified by Musco or as approved in advance by Musco's Warranty Department.

4. Service Limitations: Musco will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services due to causes beyond its control.

This Contract does not cover maintenance, repair, or replacement due to damage from:

- External causes such as but not limited to misuse, animal infestation, vandalism, or unauthorized repairs or modifications. (Unauthorized repairs or modifications void this warranty in its entirety.)
- Failure of any non-Musco equipment or electrical systems.
- Acts of nature such as but not limited to weather events or lightning.

If you terminate the Streaming Services portion of your agreement but keep the equipment, you void the monitoring portions of this warranty.

5. Contract Limitations:

- EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE OR STREAMING VIDEO DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE AWAITING PARTS.
- LIMITATION OF LIABILITY:** To the extent permitted by law, liability of Musco for any defective Covered Product(s) shall be limited to repair or replacement of the Covered Product(s). THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- If applicable, the liability of the issuing surety of the surety bond is limited to the first 12 months of the warranty period.
- Musco requires reasonable access for equipment to service the system. We will follow designated access routes but will not be responsible for damage on the property for operating equipment in the prescribed manner.
- If we find that any parts of the Covered Products become obsolete, prohibited by law or regulation or are no longer available, Musco may replace them with comparable parts at our discretion. We will notify you of any replacement cost prior to starting the work.
- If you or the facility owner have third-party agreements covering content rights for all or a portion of the Streaming Services, Musco is not responsible for the loss of such rights. You agree to indemnify and hold Musco harmless from any claims of copyright infringement or violation of privacy rights related to the Streaming Services.

6. Transfer and Assignment: Except to facility owners, you cannot assign your rights and obligations under this Contract without prior written consent of Musco. A successor of your entire business shall acquire your interests under this Contract.

7. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. Subrogation: In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which our vendors, agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

Musco's Controls & Lighting Services Teams

UNEQUALED. ACCESSIBLE. KNOWLEDGABLE. ACCOUNTABLE.

Over 160 team members dedicated to operating and maintaining your sports lighting



Control-Link Central™ • (877) 347-3319
www.control-link.com • schedule@musco.com • FAX (800) 853-8847

- Staffed 24/7 with several easy ways to contact us
- Trained operators provide scheduling and reporting assistance and one-on-one phone training
- Conducts proactive nightly tests to assure your control system is operating properly, even when the lights aren't in use
- Easy access to field usage data
- Field operation monitoring

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

— Mike Mason, Control-Link Manager



Lighting Services Team • (800) 825-6020
warranty@musco.com • FAX (888) 397-8736

- Trained technicians specializing in sports lighting provide field maintenance, warranty work, consulting, and temporary lighting
- Regionally based to effectively provide lighting services in every state plus a network of over 1800 contractors
- Ongoing field inspection program

"Our technicians have an unequaled expertise in sports lighting. With our field monitoring, we'll contact you within one business day of detecting a fixture outage on your field . . . often before you even know about it."

— Jeff McNulty, Director of Field Operations



Control-Link Central operators oversee the on/off control of over 22,000 fields each month and have experience with controlling over 4 million schedules per year.



Our lighting services team travels over 1 million miles each year. They inspect, fine tune, or provide yearly maintenance on more than 11,000 fields and supply temporary lighting for over 250 hours of live television broadcasts annually.



Each year, Musco technicians work atop a combined total of 318 miles of poles to ensure trouble-free operation for customers. That's the equivalent of climbing to the summit of Mount Everest . . . 58 times.

Specific funds are set aside to provide solid financial resources to fulfill the maintenance and warranty needs for every Musco Lighting project.

Musco Service ... We Make It Happen®

Flexible control and solid management of your facility, saves operating costs and improves service

Musco's Control-Link® Controls and Monitoring System — for new and existing facilities

Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreational facility lighting and any other electrically operated equipment.

The Control-Link System includes our exclusive Control-Link Central™ team — staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, and energy and staff costs. Control-Link makes your job easier and provides ongoing savings for your operating budget.

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

"It's like being an umpire. If people don't know you're there, you did a great job. If there aren't any complaints about the lights, I know the system is doing it's job. Control-Link is about 98% more efficient than the manual method, and it's eliminated a lot of public concern."

— Roger Russomanno,
Ballfield Operations Supervisor
Denver, Colorado, Parks & Recreation Department

How to manage your lights without the late night hours:

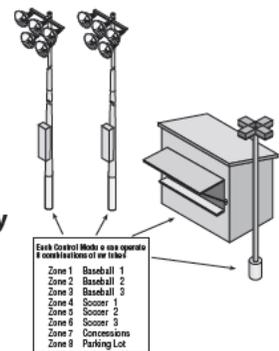


1 Enter schedules at your convenience

2 Schedules are stored on-site, backed up at Control-Link Central™



3 Equipment is controlled automatically



Available
24/7



4 Control-Link Central provides support, monitoring and usage data



Date:

Project: Old Dominion University
Norfolk, VA

James Madison University/VASCUPP
Master Project: 189427 Contract Number: UCPJMU5091 Expiration: 2/18/2023
Service: Theatrical, Athletic Field, and Specialty Lighting

All purchase orders should note the following:
JMU/VASCUPP purchase – contract number UCPJMU5091

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Baseball Quotation Price – Materials Delivered to Job Site and Installation (Scope of Work on last page)

VASCUPP Materials SCR 70/50fc (330'/400'/330')	\$
Materials adder to increase Light Levels to 100/70fc.....	\$
LED Egress Fixtures	\$
10% Windspeed adder to increase to 120mph	\$
Installation Cost.....	\$
Total Materials and Installation Cost.....	\$

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels: Baseball 100fc – Infield and 70fc - Outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies
- Control-Link® Control and Monitoring system with onsite dimming
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Payment Terms

Musco’s Credit Department will provide payment terms.
Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
JMU/VASCUPP purchase – contract number UCPJMU5091

Delivery Timing



Quote

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 IBC, 120 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Steve Wiley
Sales Representative
Musco Sports Lighting, LLC
Phone: 804-386-6785
E-mail: steve.wiley@musco.com

SAMPLE



Musco Sports Lighting, LLC
100 1st Avenue West
P.O. Box 808
Oskaloosa, IA 52577
USA

Bill To:

Old Dominion University
 EMAIL INVOICE invoice@odu.edu
 Norfolk, VA 23529
 USA

Invoice 401120

Date 11/29/2022
Project 221092
Customer # 22731
Payment Terms Net 30
Currency USD

Ship To:

Old Dominion University Baseball Stadium
 1446 W 43rd St
 Norfolk, VA 23529
 USA

Please Detach And Return With Payment

Invoice #	Customer #	PO #	Ship Via	Ship Date
401120	22731	EP3538779	Great Plains	11/23/2022

Project: 221092 Old Dominion University Bud Metheny Baseball Complex

Description	Amount
Materials for Old Dominion University Bud Metheny Baseball Complex	\$
Subtotal	\$
Sales Tax	\$0.00
Total (USD)	\$

If you have any questions, please call 800-825-6030 or email ar@musco.com

To remit payment by ACH or Wire:

Bank: [REDACTED]
 ABA Routing Number [REDACTED]
 SWIFT Number: [REDACTED]
 Account Number: [REDACTED]
 Account Name: Musco Sports Lighting, LLC

To remit payment by check:
 P.O. Box 200692
 Dallas, TX 75320-0692
 USA

George Mason University

Fairfax, VA

Eagle Bank Arena
Arena

George Mason Softball Complex
Softball

Robinson Field
Intramurals

James Madison University

Harrisonburg, VA

Bridgeforth Stadium
Zane Showker Field
Football

East Campus Lighting
Site Lighting

Grace Street Housing Athletic Courts
Intramurals

University Park Complex
Intramurals & Soccer/Track

Upper Turf
Intramurals

Veterans Memorial Park
Baseball & Softball

Longwood University

Farmville, VA

Athletics Complex
Lacrosse/Soccer

Charles Buddy Bolding Stadium
Baseball

Lancer Park
Softball/Multi-Purpose

Old Dominion University

Norfolk, VA

S. B. Ballard Stadium
Foreman Field
Football

Powhatan Soccer Complex
Stadium Field

SRC Field
Intramurals

Radford University

Radford, VA

Carter Memorial Stadium
Williams Field
Baseball

Radford Softball Stadium
Softball

University of Mary Washington

Fredericksburg, VA

Field A
Soccer

Intramural Fields
Intramurals

University of Virginia

Charlottesville, VA

Disharoon Park

Davenport Field
Baseball

George Welsh Indoor Football

Practice Facility
Football

Klockner Stadium

Soccer/Lacrosse

Lannigan Field

Track & Field

Memorial Gym

Volleyball

The Park

Intramurals

Outdoor Practice Facility

Lacrosse, Field Hockey & Football

Palmer Park

Softball

Perry Field

Intramurals

Virginia Tennis Facility at the

Boar's Head Resort

Tennis

University of Virginia at Wise

Wise, VA

Burchell Stallard Field

Baseball

Cavalier Field

Softball

David J. Prior Convocation Center

Basketball & Volleyball

Virginia Military Institute

Lexington, VA

Drill Field 2

Soccer

Gray-Minor Stadium

Baseball

Virginia Tech

Blacksburg, VA

Indoor Practice Facility

Football

Pritchard Prairie Fitness Park

Fitness Park

Tech Softball Park

Softball

William & Mary

Williamsburg, VA

Busch Field

Field Hockey & Intramurals

Walter J. Zable Stadium

Cary Field
Football

Public Schools

Fort Defiance High School
Augusta County School District
Fort Defiance, VA
Softball

Cana Booster Club Fields
Carroll County Public Schools
Cana, VA
Baseball

Bankston Field – Randolph Henry HS
Charlotte County Public Schools
Charlotte Court House, VA
Baseball & Football

Lancaster High School
Lancaster County School District
Weems, VA
Softball

Nelson County High School
Nelson County Public Schools
Lovingston, VA
Baseball & Softball

Government

Bensley Park
Chesterfield County
North Chesterfield, VA
Parking Lot

Clover Hill Technical Center
Chesterfield County
Midlothian, VA
Pickleball

Dodd Park
Chesterfield County
Chester, VA
Football

Harrowgate Park
Chesterfield County
Chester, VA
Multi-Purpose

Rockwood Park
Chesterfield County
Richmond, VA
Tennis & Pickleball

Salem Church Middle School
Chesterfield County
Richmond, VA
Football

Centerville Park
City of Chesapeake
Chesapeake, VA
Soccer

Deep Creek Middle School
City of Chesapeake
Chesapeake, VA
Baseball & Softball

Armory Drive Recreational Park
City of Franklin
Franklin, VA
Baseball & Football

Catoctine Skate Park
City of Leesburg
Leesburg, VA
Skate Park

Kiwanis Field
City of Salem
Salem, VA
Baseball

Culpeper Sports Complex
Culpeper County
Culpeper, VA
Baseball, Football, Soccer & Softball

Goochland Central High School
Goochland County
Goochland, VA
Baseball

Project Installations: Virginia* - LED

Football

- Essex High School 
Tappahannock, Virginia
- Henrico County New Highland Springs High School**
Highland Springs, Virginia
- Independence High School
Ashburn, Virginia
- Landstown High School
Virginia Beach, Virginia
- Liberty University Williams Stadium 
Lynchburg, Virginia
- Norfolk Academy
Norfolk, Virginia
- Old Dominion University 
SB Ballard Stadium
Norfolk, Virginia
- Radford High School
Radford, Virginia
- Wakefield High School
Arlington, Virginia

Other

- Appomattox Community Parking Lot
Appomattox, Virginia
- Arbor Row Parking Lot
McLean, Virginia
- Greenbriar Park Parking Lot
Fairfax, Virginia
- Liberty University Monogram
Lynchburg, Virginia
- Nottoway Park Parking Lots
Vienna, Virginia
- NOVA BMX Track
Woodbridge, Virginia
- Powhatan Springs Skate Park
Arlington, Virginia
- Virginia Motorsports Park
Petersburg, Virginia
- Virginia Tech Pritchard Prairie Park
Blacksburg, Virginia

Tennis

- Christiansburg High School
Christiansburg, Virginia
- Colonial Heights High School
Colonial Heights, Virginia
- Huntington Park Tennis**
Newport News, Virginia
- Landstown High School
Virginia Beach, Virginia
- Mason District Park
Annandale, Virginia
- Nottoway Park
Vienna, Virginia
- Wolf Trails Park
Vienna, Virginia

Baseball

- Big Stone Gap Little League
Big Stone Gap, Virginia
- Bryce Harper Sports Complex
Herndon, Virginia
- Claudius Crozet
Crozet, Virginia
- Frederick Water Stonewall Ballpark
Stephenson, Virginia
- Greenbriar Park
Fairfax, Virginia
- Green Run High School
Virginia Beach, Virginia
- Kiwanis Filed**
Salem, Virginia
- Louisa County High School
Mineral, Virginia
- Middlesex High School
Syd Thrift Sports Complex
Saluda, Virginia
- Miller School of Albemarle Baseball Field 
Charlottesville, Virginia
- New Fredericksburg Ballpark**  
MiLB – Home of the Fredericksburg Nationals
Fredericksburg, Virginia

- Rockingham Park at The Crossroads  
Fairfax, Virginia
- Western Branch Middle School
Chesapeake, Virginia

Indoor

- Claude Moore Rec Center Pool
Sterling, Virginia
- George Mason University
EagleBank Arena
Fairfax, Virginia
- James Madison High School
Gymnasium
Vienna, Virginia
- Liberty University
Indoor Practice Football
Lynchburg, Virginia
- University of Richmond
Robins Center
Richmond, Virginia
- University of Virginia
John Paul Jones Arena**  
Charlottesville, Virginia

Basketball

- Denbigh Community Center
Newport News, Virginia
- Miller Park
Lynchburg, Virginia
- South Run Park
Springfield, Virginia

Soccer

- Ali Krieger Sports Complex
Dumfries, Virginia
- Hooes Road Park** 
Springfield, Virginia
- Howard Hughes Medical Institute
Ashburn, Virginia
- Loudoun United Soccer Stadium
Leesburg, Virginia
- Norfolk Christian High School
Norfolk, Virginia
- Randolph Macon College
Ashland, Virginia
- Richmond City Stadium  
Richmond, Virginia
- Richmond Strikers Park
Glen Allen, Virginia
- River City Sportsplex
Richmond, Virginia
- Roanoke Countryside Sportsplex**
Roanoke, Virginia
- University of Virginia
Perry Field
Charlottesville, Virginia
- Washington & Lee University Practice Field
Lexington, Virginia

Softball

- Ali Krieger Sports Complex
Dumfries, Virginia
- Blacksburg High School
Blacksburg, Virginia
- Civic Center East Field
Salem, Virginia
- Green Run High School
Virginia Beach, Virginia
- Chesterfield County Iron Bridge Park
Richmond, Virginia
- John Tyler Elementary School
Portsmouth, Virginia
- Middlesex High School
Syd Thrift Sports Complex
Saluda, Virginia
- Radford University
Radford, Virginia
- South Lakes High School
Reston, Virginia
- University of Virginia
Palmer Park  
Charlottesville, Virginia

Company Profile



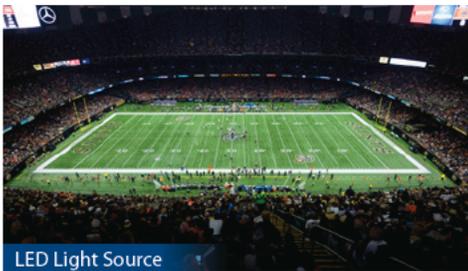
LED Light Source

Statue of Liberty National Monument
New York, New York, USA



LED Light Source

Losail International Circuit
Doha, Qatar



LED Light Source

Mercedes-Benz Superdome
New Orleans Saints
New Orleans, Louisiana, USA



Chongqing Olympic Sports Center
Chongqing Lifan F.C.
Chongqing, China



LED Light Source

Charlotte Douglas Airport
Charlotte, North Carolina, USA

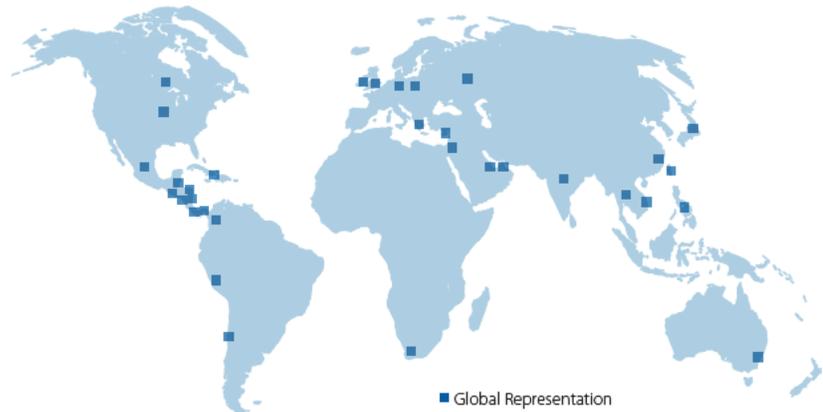
Introduction

Since 1976, Musco Lighting has specialized in the design and manufacture of sports and large-area lighting with innovations in glare reduction and light control responsible to the needs of facility owners, users, neighbors, and the night sky. Musco's Total Light Control – TLC for LED™ technology delivers a level of light control and uniformity that can't be matched, and is the solution of choice for neighborhood Little League® fields, collegiate and professional stadiums and arenas, international airports, rail yards, the Olympic Games, iconic landmarks, and some of the largest ports around the world. Musco has a global team of experts that partner with customers to plan, complete, and maintain a cost-effective, trouble-free lighting solution for their facility.

Headquarters: Oskaloosa, Iowa, USA

Manufacturing: Muscatine, Iowa, USA; Shanghai, China; Gumi, South Korea

Global Representation: Representatives and offices located across North and South America, Europe, Africa, Asia, and Australia and successful installations in over 120 countries.



Special Projects

- Olympic Games — Rio, 2016; Sochi, 2014; London, 2012; Vancouver, 2010; Athens, 2004; Sydney, 2000; Atlanta, 1996; Los Angeles, 1984
- "Battle": Tiger Woods Golf, 2000–2004
- Daytona International Speedway
- Losail International Circuit
- Yas Marina Circuit
- Bahrain International Circuit
- Churchill Downs
- Wimbledon Centre Court
- Madison Square Garden
- Mercedes-Benz Arena, Shanghai
- Mercedes-Benz Arena, Berlin
- Purcell Pavilion, University of Notre Dame
- Crypto.com Arena
- Emirates Stadium, Arsenal F.C.
- Twickenham Stadium, England National Rugby
- Tianjin TEDA Football Stadium, Tianjin TEDA F.C.
- Citi Field, New York Mets
- NRG Stadium, Houston Texans
- Nationals Park, Washington Nationals
- Dodger Stadium, Los Angeles Dodgers
- Wrigley Field, Chicago Cubs
- Lamade Stadium, Home of the Little League® World Series
- TD Garden, Boston
- Super Bowls XVII, XIX, XXI, XXVII, XXX, XXXV, XXXVIII, XL, XLII, XLIII, XLIV, LI, LVI
- ESPN X Games
- San Francisco-Oakland Bay Bridge East Span
- Statue of Liberty
- The White House
- Mount Rushmore National Memorial
- Harry Reid International Airport
- Maher Terminal
- MLB at Field of Dreams™ Dyersville, Iowa
- Gillette Stadium, New England Patriots
- Knoxville Raceway



Company Profile

Major Innovations

- 1982 “The night the lights went on at Notre Dame Stadium,” said Keith Jackson, broadcaster, made television history by taking sports lighting on the road with Musco mobile lighting systems for broadcast of the Notre Dame vs. Michigan prime time college football game.
- 1987 Made significant technical advancements in providing affordable light control with Level-8™ and Total Light Control™ systems.
- 1991 Introduced the industry's first sports-lighting system complete from foundation to poletop: Light-Structure System™.
- 1992 Revolutionized NASCAR broadcasts by making night racing at the Winston Cup level possible. Mirtran™ systems were first used at Charlotte Motor Speedway and as of 2017, are in place at 20 speedways and racetracks, including the Daytona International Speedway and the Bahrain International Circuit.
- 1996 Introduced cost-effective, quality lighting for special effects and dramatic player introductions in large indoor arenas. ShowLight™ systems were first used at Charlotte Coliseum and are installed throughout the U.S., England, and Ireland.
- 1999 Introduced technology to dramatically advance on/off capability and facility management. Control-Link® system allows facility managers to control their lighting systems remotely as well as provide critical management reports.
- 2005 Revolutionized the sports lighting industry with the introduction of Green Generation™ technology. This system reduces energy consumption by half, spill light by 50% and includes maintenance & relamping for 25 years. Musco's Constant 25™ product assurance and warranty program guarantees the system will perform at the designed light levels for the duration of the warranty.
- 2008 Installed a cutting-edge lighting system using LED technology in Washington D.C. at the White House. This system dramatically reduced energy consumption by 87%, while providing a clean, color accurate light.
- 2013 Matched its proven system design and application expertise with the evolving LED technology to provide custom lighting solutions for several major arenas and the East Span of the San Francisco-Oakland Bay Bridge.
- 2016 Introduced TLC for LED™ technology, delivering to customers light control and uniformity never before possible, while virtually eliminating glare and significantly improving efficiency. The system is backed by a 25-year parts and labor warranty.
- 2019 Introduced Mini-Pitch System™ modular sports solution and Show-Light® entertainment packages
- 2020 Introduced MuscoVision® automated sports broadcasting system
- 2021 Introduced Musco Wireless Communication-Structure System™ for wireless networks

Television Credits

ABC, CBS, NBC, TBS, TNN, ESPN, ESPN2, FOX, FoxSports, SkyTV, CBC, BTN, ESPNU, Longhorn Network, and Channel 9 (Australia) have relied on Musco to provide quality lighting to meet broadcast requirements.



LED Light Source

Xcel Energy Center
St. Paul, Minnesota, USA



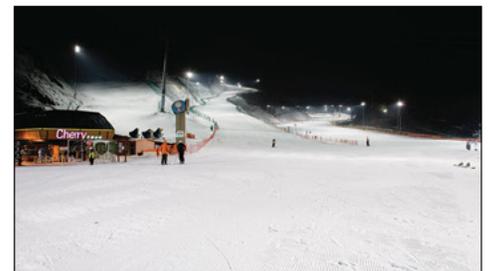
LED Light Source

San Francisco-Oakland Bay Bridge
Oakland, California, USA

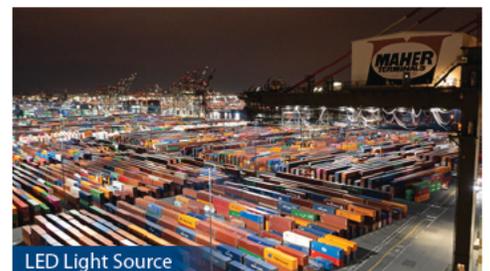


LED Light Source

Twickenham Stadium
England National Rugby
Twickenham, United Kingdom



02 Ski and Resort
Taebaek-si, Gangwon-do, South Korea



LED Light Source

Maier Terminals Inc.
Elizabeth, New Jersey, USA



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

04-30-2023

NUMBER

2705061726

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ELE



MUSCO SPORTS LIGHTING LLC
PO BOX 808
OSKALOOSA, IA 52577



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ELE

NUMBER: 2705061726 EXPIRES: 04-30-2023

MUSCO SPORTS LIGHTING LLC
PO BOX 808
OSKALOOSA, IA 52577



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

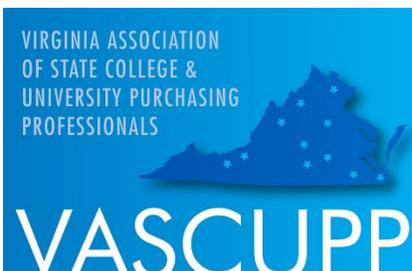


Request for Proposal

RFP# MPM-1172

Theatrical, Athletic Field, & Specialty Lighting

December 9, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1172

Issue Date: December 9, 2022
Title: Theatrical, Athletic Field, and Specialty Lighting
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 10, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Preproposal Meeting is scheduled/required.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Date: _____ Title: _____
Web Address: _____ Phone: _____
Email: _____ Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MPM-1172

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide theatrical, athletic field, and specialty lighting equipment and services on an as-needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the

university.

- B. Contractor shall be responsible for adhering to all **University Construction Guidelines** and shall work directly with relevant personnel at the University. Link: <http://www.jmu.edu/hecom/files/jmu-design-construction-guidelines-2016.pdf>. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets

or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the

right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000
3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,450,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____		_____
Street or Box No.		RFP #
_____		_____
City, State, Zip Code		RFP Title

Name of Purchasing Officer:		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

R. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

T. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- U. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- V. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- W. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- X. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the contract.

DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

FF. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

GG. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

HH. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

II. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

The Offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. A list of VASCUPP members can be found at: www.vascupp.org.

Add additional rows as needed to list all rates and fees for labor, goods, and services to be offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE								
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9

Lighting Products and Equipment (List by Manufacturer and Discount rate offered)								
Manufacturer	% Off List Discount Offered by Zone							

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
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Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20”x24” Sheet, Rosco			
Lighting Gel – 20”x24” Sheet, Gam			
Lighting Gel – 24” x 25’ Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			
Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2”x36 yard, Black			
Spike tape – ½” x 60 yards			
Gaffer tape – 2”x55 yards			

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design & Construction Guidelines](#)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)