



NCPA REQUEST FOR PROPOSAL (RFP)

SPORTS LIGHTING PRODUCTS, CONTROLS AND SERVICES

Solicitation Number: 14-20

Submittal Deadline: 2:00 PM (CST) Tuesday June 16, 2020

Offer Date: June 15, 2020

Offered By: Premier Sports Lighting LLC

Premier Sports Lighting and its management team are pleased to offer the following RFP response to provide sports lighting products, controls and services to *Region 14 ESC (NCPA)* public agency clients across its 50 state national cooperative purchasing service area.

Please advise if you have any questions or require additional information or documentation. We look forward to a prosperous future business relationship as we jointly meet the needs of public agencies as each transitions its sports fields from the 60+ year old metal halide lighting technology to more efficient, longer lasting and green LED lighting sources.

With Best Regards,

A handwritten signature in black ink that reads "Andrew Weathers". The signature is written in a cursive, flowing style.

Andrew Weathers, CEO



TAB: 1

Master Agreement / Signature Form

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

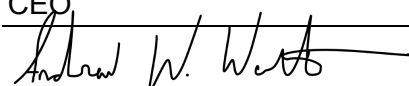
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Premier Sports Lighting, LLC
Address	2100 Chespark Dr.
City/State/Zip	Gastonia, NC 28052
Telephone No.	(800) 674-6058
Fax No.	NA
Email address	andrew@psl-sports.com
Printed name	Andrew Weathers
Position with company	CEO
Authorized signature	



TAB: 2

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Premier Sports Lighting, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 08-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Sports Lighting Products, Controls & Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

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

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	<u>Premier Sports Lighting, LLC</u>
Name: <u>Matthew Mackel</u>	Name: <u>Andrew Weathers</u>	
Title: <u>Director, Business Development</u>	Title: <u>CEO</u>	
Address: <u>PO Box 701273</u>	Address: <u>2100 Chespark Dr.</u>	
<u>Houston, TX 77270</u>	<u>Gastonia, NC 28052</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>July 1, 2020</u>	Date: <u>06/15/2020</u>	



TAB: 3

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Gastonia, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Andrew Weathers

Title: CEO

Company: Premier Sports Lighting, LLC

Address: 2100 Chespark Dr.

City: Gastonia State: NC Zip: 28052

Phone: (800) 674-6058 Email: andrew@psl-sports.com

- Purchase Orders

Contact Person: same as above
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: Tim Grooms
 Title: VP of Sales
 Company: Premier Sports Lighting, LLC
 Address: 2100 Chespark Dr.
 City: Gastonia State: NC Zip: 28052
 Phone: (800) 674-6058 Email: tim@psl-sports.com / ncpa@psl-sports.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume



TAB: 4

Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4: VENDOR PROFILE

1. Company's official registered name:

Premier Sports Lighting LLC
2100 Chespark Drive
Gastonia NC 28052
#800-674-6058
sales@psl-sports.com
www.premiersportslighting.com

2. Brief history of *Premier Sports Lighting*:

In late 2016, five friends in the lighting industry recognized an immediate need for cost effective yet high quality LED sports lighting products, lighting controls and accessories to meet the expected huge future demand for transitioning legacy 60+ year old metal halide fixtures now lighting 100% of sporting venues with new LED lighting technologies. Each business co-founder was respected in his field, each earned a livelihood selling LED or other related sports products and all recognized a combined business opportunity to design, manufacture and offer for sale another premium LED lighting product to compete with the limited number of national LED sports brands.

Research found only two LED manufacturers primarily controlled this market; an *integral LED driver* sports fixture sold by a 2009 private startup company (*Ephesus Lighting*) and a *remote LED driver* fixture system sold by an older 1978 private firm (*Musco Sports Lighting*). Although *Musco* is today's LED market leader, second place *Ephesus* is quickly gaining ground. The other smaller premium grade LED competitors were *Qualite*, *GigaTera* and *CHM*. As of today, not much has changed except that *Ephesus* was sold to *Eaton Corporation* in 2016 and then sold again in late 2019 to *Signify* (old *Phillips Lighting*). Other than these two major competitors and these few smaller ones, there appeared little competition in this new sports lighting LED market and thus a great opportunity for *Premier*..

Additionally, these friends also realized the two largest legacy metal halide lighting brands *GE* and *Hubbell* (who for 50 years had competed against metal halide market leader *Musco*), had seemed to allow this new LED market to pass them by. To date, neither *GE* nor *Hubbell* compete in the LED sports market.

Thus, in 2017 *Premier Sports Lighting LLC* was incorporated as a multi member LLC with a corporate base of operations in Gastonia NC. In late 2019 adequate startup funding was secured for *Premier's* operations resultant from a private placement investment offering to a local group of respected business owners.

Since that 2017 date, *Premier* has quickly established itself as a reputable and competitive southeastern US sports lighting LED brand. That is, in late 2019 *Premier's* LED (white light) and RGB (color) fixtures along with its DMX theatrical lighting controls received national brand recognition by the world renowned sports lighting engineering firm (*ME Engineers*). Along with four other LED brands (4 of the 5 mentioned above), *Premier* was invited to bid the lighting upgrade of *Clemson University's* Memorial Stadium; also invited to submit a design and proposal to light the *Carolina Panthers'* new football practice field in Rock Hill, SC. Although these two projects were delayed due to the pandemic, *Premier* has recently received favorable correspondence from these customers to followup after the economy turns around. Additionally, several other NCAA Div 1 universities have verbally committed for *Premier* to upgrade its various campus

located sports fields once the 2020 season ends. Last, *Premier* has several other LED projects nearing completion or in various stages of bid award.

Attached are brief bios of the co-founders and *Premier* staff responsible for the day to day operation of the company; (5) individuals with a combined 190 years of lighting design, sales and/or installation experience who represent 5,000+ sports lighting jobs to their individual credit. These 5,000+ projects stretch a wide range of sports venues from Olympic, to professional, to semi-pro, to college, to high school and Park and Rec venues.

Just last month we purchased a unique 44,000+ sports lighting decision-maker database and our new social savvy email marketing plan is about to launch. We have also moved our operations to a much larger 10,000 sq ft office and warehouse with an outside storage yard. Additionally, a new *Gen 2* LED fixture will soon be released. With investment funding in place, *Premier's* management team is ready to aggressively gain its respective share of both the present and 'up and coming' LED sports lighting market; accelerated with a new contract with the *National Cooperative Purchasing Alliance*.

3. Dun and Bradstreet (D&B) number: D&B assigned number is 080834986

4. Company's organizational chart of those individuals that would be involved in the contract: The *Premier* team of co-founders and staff involved in the daily administration of any *NCPA* contract report to the youngest co-founder and majority shareholder; CEO Andrew Weathers. Each individual summarized in brief bios below have professional expertise in his specific area of company responsibility. More detailed bios with photographs of our team members can be observed on our website.

CEO, Andrew Weathers: Age 33, Andrew resides in Gastonia NC with his wife Lindsay and four children. Catching the sports bug early in his career as a high school star quarterback and later a college receiver coach, Andrew's interest in LED lighting originated while helping his Dad and two co-founders sell commercial and industrial LED lighting in early 2014. Since that date Andrew has led our company in the design of our premium products which meet the needs of the largest pro sports venue to the smallest municipal owned outdoor field. Two of Andrew's most unique talents are proving to be highly profitable to *Premier*; his unusual talent to combine social media platforms to market our products and his unique ability to create both customer and technical lighting content for the benefit of *Premier*. Andrew will manage the company's day to day business operations with an emphasis in email marketing *Premier's* products to *NCPA's* base of public agency customers.

VP of Sales, Wayne Weathers: At age 60, Wayne resides in Spartanburg SC with his school teacher wife Crystal. Starting early in life and to recent times, Wayne has sold \$M's of products to public agencies, corporate and other private clients. First exposed to professional sales with his Dad's service and supply chemical business, many of Wayne's southeastern US customer sales were dumpsters, trash cans and chemical supplies to cities, counties, colleges and high schools. Such an existing customer base was a natural 2014 transition to sell commercial LED lighting products. Now many of these identical decision makers will be receptive to an offer to light a sports field with a premium grade *Premier* LED sports fixture. Having attended every conceivable training school imaginable and as a long time Booster Club President while his sons played high school sports, Wayne is positioned well to promote the sale of our lighting products. It's been frequently heard that Wayne could sell an Eskimo a refrigerator when the Eskimo already owned two.

VP of Sales, Tim Grooms: At age 67, Tim and his wife Candy reside in Gastonia NC. Tim is a long time and active Rotarian, Mason and still very involved in all sorts of civic and community projects. Tim brings to *Premier* 35 continuous years of experience sourcing components offshore, marketing products across the nation and selling directly to enduser customers. Up until the sale of a family owned and operated electrical and electronic apparatus company, Tim and his brother Mike directly employed 82 company employees and 40 independent manufacturing reps across the entire USA. At one time, Tim and brother Mike's business was the largest United States distributor of *Siemens* electrical parts. Tim also holds several patents and is now reviewing potentially patentable products developed by *Premier*. In summary, Tim's extensive experience offshore sourcing components, his skills managing a nationwide and large sales force and his unique knowledge of transportation and freight logistics will prove beneficial to serving the sports lighting needs of *NCPA* public agencies.

VP of Construction, Brick Drummond: At age 69, Brick and his wife reside in Greenwood SC. Graduating from *Clemson* with an Electrical Engineering degree and later a MBA, Brick's first job was as a distribution engineer for *Duke Energy*. A few years after achieving the *Duke Energy* Operations Superintendent position, Brick resigned to startup his first sports lighting electrical contracting company (*The Lighting Company Inc*). Brick sold his shares to his contractor partners and then moved back to his home town to startup a competitive electrical contracting company (*Lighting Services Inc*). After operating this company for 30 years, Brick sold the firm in 2014 and now spends time with his *Premier* team members and co-founder friends. Brick holds an electrical contractor license in multiple states. Brick will oversee *Premier's* GC (general) and EC (electrical) contractor nationwide installation partners, draft electrical designs for new sports fields as needed, provide troubleshooting support to *NCPA* clientele and provide consultation to customers regarding electric utility rate structures, utility deliveries and lighting rebates.

Applications Engineer/Lighting Designer, Bob Stubblefield: Bob is a native of Atlanta, Illinois and attended Illinois State University where he received a bachelor's degree in Industrial Technology. Bob's sports lighting design experience is spread over 20 plus years with three different companies. A few of Bob's professional and collegiate sports lighting designs include; Mississippi State University (Baseball and Football Stadiums), Birmingham Barons Stadium of the MiLB, University of Missouri (Football), University of New Mexico (Football), Weber State University (Football), Dr Pepper Stadium (home of the Roughriders on MiLB), Vanderbilt University (Basketball Arena), Kansas State University (Football, Baseball and Track & Field Stadium), NC State University (Football Stadium), and Clemson University Soccer Stadium. Whether it's a professional venue for the NFL or a tee ball field for a church, Bob is undoubtedly 'the best of the best' when it comes to addressing the sports lighting needs of *NCPA* members.

4a. List the key contacts with title, address, phone and email address:

Andrew Weathers, CEO (Professional & FBS)
Gastonia NC 28056
andrew@psl-sports.com
cell 704-689-8473

Wayne Weathers, VP of Sales (Non-FBS Collegiate)
Spartanburg SC 29307
wayne@psl-sports.com
cell 864-529-8070

Tim Grooms, VP of Sales (K-12 & Municipal)
Gastonia NC 28054
tim@psl-sports.com
cell 704-674-6963

Brick Drummond, VP of Construction (Project Manager & EC Sales)
Greenwood SC 29649
brick@psl-sports.com
cell 864-980-9743

5. Corporate office location and description. Include remote location of sales and services and key remote contacts:

Premier's corporate base of operations is a 10,000 sq ft warehouse, office and outside storage yard located at 2100 Chespark Drive in Gastonia NC (zip 28052). Presently there are no other corporate owned remote offices although such will change as the business expands nationwide. Since *Premier's* business model is selling direct to our customer base, its installation partners (both EC's and GC's) will realistically become remote extensions of our Gastonia NC corporate office location. In the new Gastonia warehouse we stock both raw components and finished lighting products consisting of fixtures, remote driver enclosures, lighting controls and electrical panels. All spun concrete and galvanized steel (direct burial and anchor base) poles and cross arms are shipped directly to customer locations via our dedicated transportation sub contractor.

6. Define company's standard terms of payment:

Standard payment terms are customer dependent upon a variety of factors; typically 30% down upon order placement with the remaining balance due net 30 upon shipment receipt by the customer. We also offer 3rd party leasing with offerings available across all 50 *NCPA* clientele states with payment to *Premier* made by the lessor.

7. Who is your company's competition in the LED market (and also its competitive advantages for a *NCPA* client):

As mentioned earlier in this bid response, our company founders knew the existing 60+ year old metal halide legacy sports lighting technology market well. The metal halide market consists of a 1978 startup,

private owned (now market share leader) *Musco Sports Lighting* and realistically only (2) other competitors (*GE Lighting Systems* of Hendersonville NC and *Hubbell* with headquarters in Greenville SC). Although there were a few other smaller metal halide fixture brands, most of the sports lighting jobs our founders were involved with were *Musco*, *GE* and *Hubbell*. Although today's still fairly new LED sports market is still controlled by *Musco*, there remains only a few competitors. However, today neither *GE* or *Hubbell* compete with a sports LED product. The second largest LED sports lighting OEM and second market share leader is ten year old private company *Ephesus Lighting*. While gaining early LED sports lighting market share, late in 2016 *Ephesus* was sold to *Eaton Corporation* and then sold again in late 2019 to *Signify* (prior name *Philips Lighting*). The other present few premium brand competitors include *GigaTera* of South Korea with a small footprint in the USA, a company from Illinois *Qualite Sports Lighting* and a large Texas pole company with a lighting division called *Carolina High Mast (CHM)*. Selling what *Premier* and other brands considers an inferior Chinese fixture is a Louisiana firm called *GeoSport* in recent partnership with *Techline* of Austin, TX. Prior to rebranding this cheaper quality LED flood these companies resold the *Ephesus* LED fixtures.

In summary, based upon its (3) years of market research using purchased databases of LED bid awards, FOIA requests from many collegiate and smaller school purchase orders and actual *Premier* projects bid against a limited field of LED competitors; *Premier* LED competitors are really only *Musco* and *Ephesus*. In fact, for the last two sports lighting fields installed, *Premier* was awarded the job against both *Musco* and *Ephesus* offering competitive bids.

The *Premier* team further analyzed its competition and designed its fixture and its business sales model for several competitive advantages including:

1ST; only market leader *Musco* sold directly to its sports customers and that's the business model we adopted. Most all other LED competitors sell through a manufacturer's rep, then another markup by an electrical distributor and a final markup by the contractor who then offers the lighting bid to the customer. Such a sales strategy might have been suitable in days gone by for a \$300 metal halide fixture but not for a sophisticated \$2,500+ LED fixture and theatrical controls system. Besides, old-school selling through a manufacturer rep who possesses little (if any) technical knowledge to sell LED fixtures with sophisticated wireless control options is impossible for a manufacturing rep sales model. Thus, *Premier's* first competitive advantage is adopting *Musco's* very successful 50+ year old sales strategy by selling directly to its sports lighting customer base with the assistance of its EC and GC installation partners located across the nation.

A **2ND** *Premier* competitive advantage was to match *Musco* with a *remote LED driver* option. Although we agree with *Ephesus* there's really no need to "remotely" mount the LED driver in an enclosure 10ft above grade and instead locate the long-life LED driver "integrally" at the fixture itself, matching *Musco's* remote LED driver option made sense because many customers still believe a LED remote system is best. In fact, *Premier's* remote LED driver enclosure lighting system is practically undistinguishable from that of *Musco's*. On the other hand, our company actually has a competitive advantage over *Musco* because *Musco* doesn't offer an integral LED system as offered both by *Ephesus* and *Premier*. *Premier's* advantage over *Ephesus* is that we offer BOTH remote and integral driver fixture systems and *Ephesus* offers only the integral style. It's a bit confusing but these facts are considerable advantages for *Premier* over its two major competitors.

A **3RD** competitive advantage *Premier* offers over all of its competitors is factually a much more efficient LED fixture. That is, where our competitors might need 40KW (or more) of connected lighting LED load in their various wattages of fixtures to light a football or another sports venue to identical *IES* lighting specs,

Premier lights the same field to equal (and sometimes better) *IES* lighting specs with less than 29KW of connected lighting load. Since electric utility KW demand charges are usually the largest component of a power bill and most electric utilities across the nation don't bill for demand unless the load exceeds 30KW, such connected load savings result in huge energy bill savings when calculated over the 50+ year life of all brands of LED sports systems. Such efficiency improvements were achieved in the original two year design of *Premier's Field Pro* fixtures by spending additional design and tooling funds in extensive consultations with optical, PCB and heat sink experts across the world. *Premier's original* goal was to design the world's most efficient LED sports fixture, incorporating the latest technologies, possessing the lowest glare rating of any fixture with the highest protection from voltage surges and transients. We believe *Premier* achieved these goals and our new customers will be rewarded with the most reliable and efficient LED system when compared to other sports brands offered for sale.

A **4TH** competitive advantage, rarely recognized except by A&E firms or collegiate owners, is *Premier's* additional reliability built into the LED lighting system itself. As explanation, LED's are an electronic type circuit regardless of the sports lighting LED brand. The primary cause of an electronic circuit's failure is a voltage surge, current spike or an external lightning surge. Thus, the main reason any LED premium brand fixture should ever fail is from either God-created lightning surges or man or equipment created voltage surges and transients. To insure the practical elimination of all LED fixture failures, *Premier* protects 100% of its LED retrofit and new installations with a redundant, cascade designed surge and transient voltage device system (aka multiple SPD's) and a separate lightning rod and grounding protection system second to none in the sports lighting world.

The **5TH** competitive advantage of *Premier* sports products when compared to 2nd market leader *Ephesus* (and a few other small competitor brands) is that *Premier* offers additional lighting system components that are needed by a customer to install a complete and turnkey LED lighting system. Such *Premier* offerings include spun concrete poles, two varieties of galvanized steel poles, pole top cage and climbers, electrical panels and a few other. These same lighting accessories are offered by market leader *Musco*.

8. Provide annual sales for last 3 years broken out into the following categories; Cities/Counties, K-12, Higher Education and other governmental agencies and nonprofit organizations.

Unfortunately, we are a fairly new business startup so don't have many sales yet to document. However, in our brief history we've installed (3) new Parks & Rec LED sports fields and presently 90% complete with a new high school track lighting system incorporating 600w LED fixtures, galvanized poles and DMX wireless theatrical controls. We also received recent verbal commitments to upgrade at least (3) *NCAA* Div 1 college sports venues, jobs temporarily postponed due to the COVID-19 pandemic. Although *Premier* doesn't have a large number of existing installations, as noted in this *NCPA* RFP response; 5,000 professional, collegiate and other sport venues were individually lighted by one of the *Premier* management team members.

9. What differentiates your company from competitors? As additionally described in item 7 above, we also differentiate ourselves from our competitors for the reasons listed below.

First; our management team has a vested interest in the success of our business since all but one team member is a co-founder of our company. Thus, due to this fact we believe our company will provide more consciousness customer service compared to our competitors. Just this week we were informed by a customer that our \$262K Go-Kart track bid was slower than our competitors. Although this was great news

comma, the customer was also impressed with our follow up; only five days from his original request for a site visit to our bid presentation to his company.

Second; we target our sales directly to the customer (competitors use manufacturer reps (except *Musco*)) and so we are able to cut out middle-man markups of reps, electrical distributors and the contractors who ultimately bid the lighting systems to the customer. Thus, less overhead costs result in lower pricing for the NCPA clientele.

Third; unlike most all of our competitors, *Premier* offers both an integral and remote driver fixture system.

Fourth; our lighting design, sales and installation experience is superior to many of its competitors. Our management team represents 190 years of lighting expertise and 5,000+ projects to our individual credits; projects which range from Olympic to professional to college to high school and Park & Rec sport venues.

Fifth; *Premier's* review of sports lighting bid tabulations over the last two years has documented its LED fixtures require less energy to operate (expressed in connected KW load) compared to all our competitors. Such has been repeatedly demonstrated with a variety of collegiate and high school sport venues. That is, our LED systems result in the LOWEST Total 25 Year Cost Of Ownership by 25% to 40% compared to all our competitors. Therefore, the fact *Premier's* lighting systems save more energy per year combined with the fact most all premium LED lighting systems will operate at 50+ years will be a major decision variable for a public agency owner desiring to either upgrade an existing metal halide lighted field or have plans to install a new LED sports lighting system.

10. Describe how your company will market this contract if awarded.

As previously noted, *Premier* targets its customers directly and does not rely on manufacturer reps. We also use sophisticated social media techniques and will target NCPA clients with both lighting-relevant (and recurring) but not obnoxious (or too frequent) direct email marketing. In fact, our firm recently made a large purchase of two national databases of individuals who are key sports lighting decision makers; one a database of all A&E companies with business profiles of sports lighting consultation and the second large database of public and private colleges, sports clubs, high schools, municipal etc decision makers owning or operating sports fields. These two databases of potential sports lighting decision makers number 44,000+. The database contacts detail email and phone contacts, titles, etc. As info, late last year we purchased a small subset of one of these two databases and using our savvy email marketing discovered an above industry average response to this email marketing technique. As important was the fact we were able to 100% conclude these database names, titles, email addresses, phone contacts, etc were very accurate and also updated monthly.

Last and just as important is the fact we are now involved in the screening of both EC and GC (contractor) installation partners across the nation to assist in the direct marketing of our products to this proprietary database of customers (which also includes as a subset all NCPA clients). Thus, both electrical and general contractors across the nation for whom we have already identified with sports lighting installations will eventually help *Premier* market this NCPA contract. Attached is this preliminary list. We ask this preliminary contractor list be kept confidential from FOIA requests (aka getting back to our competitors).

11. Describe how you intend to introduce NCPA to your company.

As explained above, an email marketing campaign will introduce our partnership with NCPA. We will also prominently display our NCPA relationship on our website, social media posts, quotes, proposals, etc. We are presently contracting website optimization services with an experienced SEO firm so the words NCPA will likely soon appear earlier and more often after this SEO work is completed. Additionally, as we verbally noted in our NCPA cell phone conversations, several of the college venues who have verbally committed LED upgrades in the post Covid-19 economy will be handled via a NCPA contract once our firm receives purchase orders from these universities.

12. Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

The spreadsheet of our product offerings are self explanatory and should be easy to navigate for any potential NCPA client. Unlike most all our competitors (we've observed their pricing on other cooperative purchasing websites), an interested NCPA party merely goes to our online catalog (pricing spreadsheet) and searches as described in the steps below. Similar to *Musco*, *Premier* sports lighting LED products are packaged in easy to understand lighting material formats (either retrofit or new installation) for conversion into a new NCPA purchase order.

FIRST; search the PRODUCT pricing SECTION 1 spreadsheet for the type of sports field lighting.

SECOND; review the product spreadsheet rows and columns for the correct sports field size and foot candle (FC) requirements.

THIRD; review the SECTION 1 lighting material package pricing spreadsheet for either RETROFIT material packages (including new LED fixtures, SPD's and a wireless controls system) OR material package for NEW CONSTRUCTION of a sports field (LED fixtures, SPD's, a lighting control system with poles and cross arms ADDED).

FOURTH; as required by the customer, add lighting ACCESSORIES, SERVICES and/or advanced CONTROLS listed in SECTIONS 2, 3 and 4 of the pricing spreadsheet.

Examples of ACCESSORY products listed in the pricing spreadsheet catalog include RGB (color) fixtures, poles (spun concrete or galvanized steel), angular or tubular cross arms, pole top cages and climbers, a commercial electrical panel, egress (Life Safety) lighting fixtures, UPS systems and other materials required for the turnkey installation of a complete LED sports lighting system.

Examples of SERVICES include web based (offsite) or (onsite) technician visits to aim the lighting fixtures or troubleshoot a problem, provide project management, furnish a simple electrical design (or more elaborate design from a PE stamped electrical engineer) and extended product and labor warranties beyond a *Premier* 10 year standard material and labor warranty.

Lighting CONTROL options vary from a basic wireless remote control system for switching the field and future field scheduling (included with both retrofit and new construction lighting material prices) or an advanced theatrical type lighting control system utilizing DMX signaling and new RGB (color) fixture additions.

In summary, a major difference in our company's pricing spreadsheet (matched only by *Musco* in other cooperative purchasing agreements) is that *Premier's* prices its lighting material packages for the type of sports field and the LED installation purpose (aka a retrofit or new installation). The vast majority of other NCPA competitors price their LED fixtures and other lighting products and services on PER LED FIXTURE basis without offering accessories, lighting controls or other LED services. Thus, since every manufacturer has a different LED wattage offering for the lighting of a field, a NCPA client using a competitors' NCPA pricing matrix many times has no idea of the total lighting system material cost without first contacting that manufacturer for a sports field design and a total lighting package material quote. With *Premier's* simple, easy to navigate pricing catalog, a NCPA client can quickly convert his search into a new purchase order. This should also be a big benefit to NCPA members.

13. Describe your company's customer service department (hours of operation, number of service centers, etc).

Premier receives inquiries by either an email response to a web search, telephone call to our 800 toll free number or directly to one of the team members listed on the website. All of the email and 800 telephone inquiries have a customer response goal of 24 hours and seven days per week. Our company personnel are also available for individual or group Zoom meetings. We also welcome a potential customer visit to our corporate office located in Gastonia, NC. We are located a short UBER ride away from *Charlotte-Douglas International Airport (CLT)* featuring a long list of domestic air carriers.

14. Green initiatives; aka describe your company's environmental policy and/or green initiatives for saving energy, reducing your waste, reducing your carbon footprint, increasing computer efficiency, etc.

First, the fact our company sells a manufactured product which reduces electrical energy consumption an average 75% compared to a metal halide lighted field equates to an energy savings business model in itself.

Secondly, all of our bids for a lighting upgrade state the energy savings in both monetary terms (dollars per year saved) and also in carbon reduction equivalent terms (aka pounds of airborne emissions saved a year, number of automobiles removed from the highway, new trees planted, etc). We feel such carbon type conversions stated in our bids help promote our corporate green initiatives to our customers.

Third, the fact most all of our team members have personally experienced the population abuse of our 'Green Earth' now quickly leading to irreversible climate change instills a corporate *green* goal.

Fourth, we're also very cognizant of our utility bills that directly effect our company's bottom line profitability and strive to reduce our monthly cost of operations. As an example, when we recently signed a five year contract to lease our expanded office and warehouse, we negotiated with the building owner an exchange of two months free rent in return for us upgrading his very inefficient fluorescent building lighting with new LED fixtures equipped with motion sensors.

Fifth, we further promote a green initiative to others (and further improve our profitability) in simple ways such as leasing only efficient mileage cars, saving our files in the cloud (versus papers in a file cabinet), etc.

In summary, if our company is selected for a new cooperative purchasing contract with NCPA, we pledge to represent NCPA's green goals and initiatives as if these goals were our own.

15. Provide copies of all vendor certifications to include current licenses, registrations and certificates issued by local, state and federal agencies, etc which allow the company to respond to perform the covered NCPA services included but not limited to license's, registrations or certifications. Certifications can include M/WBE, HUB and manufacturer certifications for sales and services. Attached are copies of certificates. We have no certification for any type of minority or preferential business relationship offering.



NORTH CAROLINA

Department of the Secretary of State

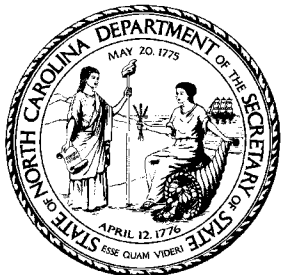
CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

PREMIER SPORTS LIGHTING, LLC

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 16th day of August, 2017

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of June, 2020.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

SOSID: 1617666
Date Filed: 8/16/2017 1:22:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2017 228 00217

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Premier Sports Lighting, LLC
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)
LegalZoom.com, Inc., as Organizer
101 N. Brand Blvd., 11th Floor
Glendale, CA 91203
3. The name of the initial registered agent is: United States Corporation Agents, Inc.
4. The street address and county of the initial registered agent office of the limited liability company is:
Number and Street 6135 Park South Drive, Suite 510
City Charlotte State: NC Zip Code: 28210 County: Mecklenburg
5. The mailing address, if different from the street address, of the initial registered agent office is:
Number and Street _____
City _____ State: NC Zip Code: _____ County: _____
6. Principal office information: (Select either a or b.)
 - a. The limited liability company has a principal office.
The principal office telephone number: (704) 689-8473
The street address and county of the principal office of the limited liability company is:
Number and Street 3403 Donnington Way
City Gastonia State: NC Zip Code: 28056 County: Gaston

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street _____

City _____ State: _____ Zip Code: _____ County: _____

b. The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

9. These articles will be effective upon filing, unless a future date is specified:

This is the 14th day of August, 2017.

CMW

Signature

Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc., Organizer
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.



TAB: 5

Products and Services / Scope

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The lighting related specifications and minimum requirements as listed below were compiled from a number of respected engineering firm specs of actual projects completed for professional and collegiate sport venues. Meeting these technical lighting requirements will better insure only the most premium brands of sports lighting products and control options and most efficient and reliable sports LED systems are offered to Public Agencies. There is no order of priority to the list of technical requirements below. Please provide specification sheets or other documentation to support all answers to the questions and statements below.
 - Vendor's luminaire glare and light pollution control shall conform to the criteria as follows: Each LED shall have a reflector to control light and limit glare. Bare diodes are unacceptable without an internal optical lens. Optics other than TIR will not be accepted. Material of optics shall be made of PMMA or Silicone. Optics manufactured from any polycarbonate material are not allowed.
 - A Vendor's Surge and Transient Voltage Protection (*SPD*) is a vital component of the manufacturer's lighting system. Describe the location and KA ratings for all SPD devices the vendor offers that are located at the following locations; electrical panel, each pole (*or lighting structure*) and the driver itself. Also indicate whether these SPD's are included in standard product pricing or are options with added costs. Include those added SPD prices in your price list matrix submitted to NCPA.
 - Vendor's Integral Fixture driver housing shall be of manufactured of aluminum material and shall be die cast fabricated with a minimum IP67 rating. Vendor's Remote Fixture driver housing (enclosure) shall contain all drivers in a single NEMA 3R or 4R rated aluminum box (enclosure). All other material for the remote driver enclosure is unacceptable.
 - Vendor to describe in narrative form all its lighting control system options. Descriptions should include at least a basic control system for on-off and field scheduling up to and including the vendor's most advanced DMX wireless control system with both RGB and white lighting incorporated into a fan experience controls package. Indicate to NCPA any portion of each control option narrative description which the vendor considers confidential and/or proprietary.
 - Vendor shall submit a photometric design based on a typical field from a typical NCPA member and a spreadsheet showing a 25 Year Cost of Operation Ownership calculation for

the field. Assumptions for the field design and the 25 Year Cost of Operation Ownership calculation are as follows.

- Photometric design assumes:
 - Light Loss Factor: 0.95
 - Horizontal Foot-candles: 50
 - Mounting Height: 70 feet
 - Pole locations: 20 yard line (total of 4 poles)
 - Setback: 50 feet
 - Calculation grid points: 72 (30'x30' grid spacing)
 - Horizontal Uniformity Ratio: 2.0:1
 - Uniformity Gradient: 1.5
 - Coefficient of Variation: 0.17
 - Glare Calculation: 72 calculation points. All calculation points shall be \leq 40
 - Must show Vertical and Horizontal foot-candle levels at 200' from field. 25

- Year Cost of Operation Ownership spreadsheet calculation assumes:
 - \$0.12 per kilowatt energy cost
 - 500 hours per year operation
 - 25-year time frame

Example: 50KW x 500 hours x \$0.12 kWh x 25 years = 25 year operating cost

TAB 5: PRODUCTS, ACCESSORIES, SERVICES AND CONTROLS ~

SECTION 1 (Products)

SECTION 2 (Accessories)

SECTION 3 (Services)

SECTION 4 (Controls)

(Compile a narrative summary of your company's products and services offered to NCPA clients to include an explanation for the use of your web based on-line catalog. Attach a separate electronic file. Additionally, respond to the following NCPA list of lighting specific questions regarding technical and other requirements of your company's products and services offered to NCPA clientele).

1. Brief Summary of Products and Services Offered:

Note To NCPA Evaluation Team: The technical lighting responses below are proprietary property of Premier Sports Lighting LLC and should therefore be treated as confidential to our company and should not be disseminated to our competitors. Please advise if NCPA needs additional information to support our proprietary claims below.

- A. **Yes; the glare and light pollution control of the Premier Field Pro™ LED fixtures conform to the minimum technical requirements as specified in NCPA's Request for Proposal.** It's optical design uses TIR (total internal reflective) LED optics manufactured of PMMA material combined with a separate internal glare control louver component to meet this specific NCPA technical requirement. The primary reason that Premier LED fixtures are more efficient and require less KW of energy to light a field compared to 100% of our competitors lies in the proprietary design and manufacturing of our fixtures's printed circuit board (PCB), its heat sink, highly efficient driver, low loss glass, TIR optics and internal glare control device.

Technically speaking, maximizing total lumen output from LED's of ANY lighting fixture and directing this light to ONLY the sports playing surface is a common goal of all premium grade LED fixture brands offered for sale today. How each brand achieves these design goals is revealed in its photometric design of a sports field; simply stated on the design and measured in total connected KW of lighting load of the fixture system. Unlike the old 1500W metal halide sports fixtures with a lamp lasting only 3,000 hours and which reduces in lumen output 50% at half of its 3,000 hour rated life, all premium LED sports fixture brands which meet the NCPA RFP specs will operate a minimum of 50,000 hours before a human eye notices any light depreciation (called L70 life).

Recognizing that sports fields located across the USA operate an average of 200 to 500 hours per year; an LED fixture's life is theoretically 100+ years long. With this in mind, one of the most important decision variables for any customer's decision will lie in choosing the LED brand with the most efficient cost of operations as measured in energy consumed per year (aka connected KW of lighting load). Premier fixtures maximize delivered light from the LED and deliver 99.99% of these lumens to the playing surface in several ways. First, Premier printed circuit boards to house its LEDs were designed by a professional PCB designer from Israel. Our combined PCB board and heat sink design allows our LED chips to operate cooler and the cooler the LED's, the higher the fixture lumens emitted. A second proprietary Premier design which maximizes delivered lumens to the playing surface while minimizing spill light into the atmosphere (or off the sports playing field) lies in the design of the internal glare control louvers; aka separate optical devices

mounted around an individual LED soldered to the printed circuit board. *Premier's* team sought guidance across the world to maximize these optical design characteristics and after long search, much consultation and extra expense settled upon a contract with the worldwide renowned optical manufacturer. After repeated optical designs, experimentations and repeated testing with a multitude of optics and glare control components, *Premier* achieved its design goal for maximizing delivered lumens to the playing surface with its *Field Pro™* 600w LED sports lighting fixture.

- B. ***Premiers* surge and transient voltage protection is documented to be a higher total protection scheme than any of our known national competitors.** All LED brands contain electronic and electrical circuit components. All LED brands also accept the fact the weakest link in any brand's LED sports fixture is with these components being damaged or destroyed by a lightning surge or manmade or other equipment generated over current or over voltage spike. As background information to address this LED weakest link issue, in late 1970's one of our co-founders experienced first hand such electronic damages holding the position of a *Duke Energy* Operations Superintendent. Although *Duke's* street lighting fixtures were the more lightning surge resistant HPS lighting technology, the PE cells mounted atop *Duke* fixtures contained electronic components and were the weakest link in the fixture system frequently damaged by lightning and voltage surges. *Premier* also observed a major LED sports brand system failure at a large sports venue resulting from wholesale LED drivers failing from transient voltage spikes inside the stadium. These driver failures of our competitor also occurred before the lighting system was commissioned. Thus, *Premier* decided early on to design and configure its LED products and installations with the highest voltage and surge protection available. Partnering with the world recognized surge and transient voltage brand *Citel*, *Premier* includes advanced and multiple surge and transient voltage protection devices at no added cost in both our retrofit and new installation lighting material packages. Such is not the case with 100% of our competitors with most using low KA (kiloamp) SPD rated devices or less costly brand SPD's or one-shot type SPD's (meaning after one lightning surge, SPD no longer protects the LED fixtures) or limiting surge protection to only (3) or (4) of the total (5) wires composing a (3) phase circuit or limiting SPD devices to select locations along the lighting circuit such as only the LED driver itself OR a combination of all above. *Premier* standard SPD protection schemes (at no adder cost) includes high capacity, all conductor and multi-stroke SPD devices located along the electrical circuit; a 200KA SPD at the electrical panel, another 70KA SPD at each lighting pole (structure) and a 20KA SPD located at each of LED fixture drivers. *Premier* new construction packages with poles and cross arms also include a lightning dissipation system consisting of a pole top lightning rod and a driven copper clad ground rod with conductor. Some brands rely solely on the small 6KA or 10KA SPD device housed inside the driver of the fixture itself or a lower rated SPD along the electrical circuit AND don't offer separate pole top lightning rod protection systems at all. As a final note, *Premier's* fixture experienced a "lightning simulation destructive test" at the *Citel* test lab last year in Florida. Our LED fixtures passed with flying colors. Resultant from this test, *Citel* agreed to replace any *Premier* LED drivers which fail due to a lightning surge for 10 years as long as it protects its LED systems with such high capacity and redundant SPD's. That's a sure bet of *Premier's* LED fixture reliability.
- C. **Yes; *Premier's* integral and remote driver enclosures meet NCPA specs for this RFP. Its integral fixture driver enclosure is die cast manufactured of aluminum material and IP67 rated.** Our optional remote driver enclosure houses all LED drivers in a single 3R rated aluminum

enclosure with lockable door mounted approximately 10ft above grade on the light pole (structure). This pole base mount single remote driver enclosure is manufactured of aluminum material and is powder coated for additional durability.

- D. **Premier offers (3) “Control Options” for its lighting systems described in the narratives below.** Each ‘Controls Package’ is affordable and the basic controls are included with a retrofit or new installation NCPA priced material package but also sold as an option. Each controls package can be readily adapted to a *Premier Field Pro™* fixture system and any size sports field ranging from small T-Ball fields to the largest professional sport venues. Individual system components used for each Controls Package described below are sourced off the shelf from reputable and respected controls-related world recognized manufacturers.

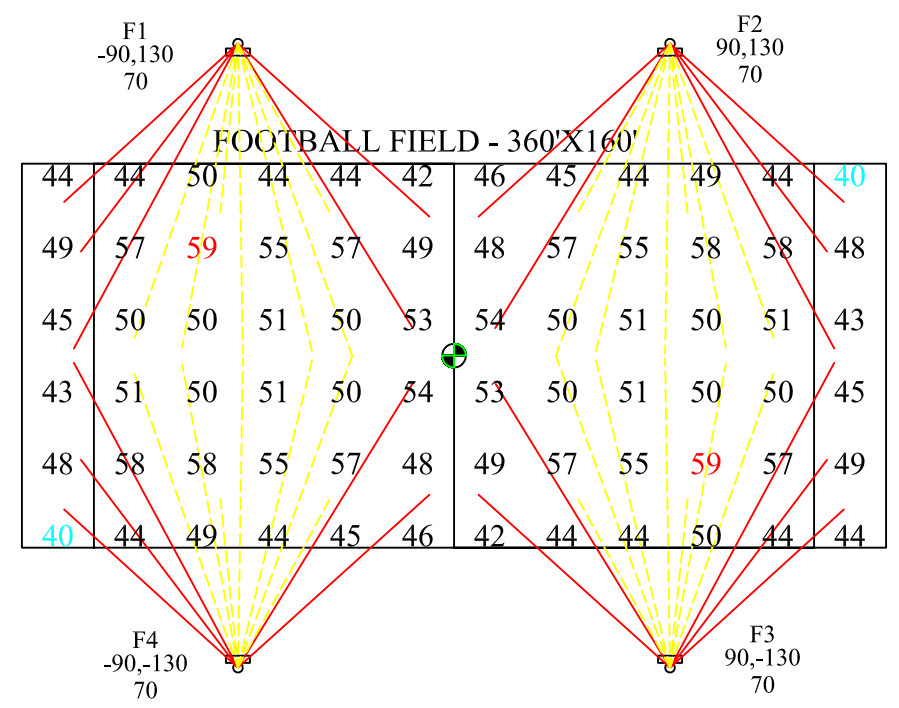
Control Pro™: If the owner needs merely to switch the sports field on/off or schedule a future field event, the *Control Pro™* system is the customer’s **most economical** choice. This basic lighting control system simply wirelessly (remotely) switches the coil circuits of the electrical panel located lighting contactors which in turn switches line voltage feeding the lighting poles. Utilizing wireless control with a *cellular* encrypted SIM card, *Control Pro™* basic system allows owners or operators with web enabled devices to remotely switch the field for sports play or pre-program (aka schedule) a future sporting event. A manual bypass switch is also included with each *Control Pro™* system. *Control Pro™* standard NCPA pricing is based upon the control of up to four zones (or less) from a single electrical panel location.

Control Pro+™: *Premier’s more advanced* controls package is also a web based controls system accessed by cell, tablet or computer and designed for on-off control and field scheduling along with a variety of preprogrammed lighting scenes for a sporting event. This ultimate fan experience DMX theatrical controls package utilizes wireless 900MHZ military grade, highly encrypted DMX signals (communication) to each LED fixture and a press box (or other location) Lighting Control Console. The sky’s the limit with this *Control Pro+™* DMX theatrical type controls system ranging from basic dimming of individual or groups of LED fixtures for energy savings or a special lights-out event to multitude of other preprogrammed lighting scenes or special tailored theatrical scenes augmented with music to create an ultimate fan experience. The *Control Pro+™* DMX system is an affordable lighting control option, not only for professional and collegiate sports venues but also suited for a high school or smaller sports field. *Premier’s Control Pro+™* DMX lighting control system utilizes the identical DMX frequency used by *Disney Parks*, Garth Brooks concert or a Las Vegas theatrical event. All *Control Pro+™* DMX pricing assumes the customer provides an ethernet connection to the field location of the lighting control console. *Control Pro+™* DMX pricing is also based upon the total number of *Field Pro™* LED fixtures equipped with embedded DMX node 900MHZ receivers and the specific 3rd party Lighting Control Console offered by *Premier* to the customer. Ask about *Premier’s* Music controls option correlated with the DMX dancing lights.

Control Pro+™ (with RGB): This controls option is *Premier’s most advanced* lighting package with **added RGB 600W fixtures** installed. RGB stands for red, green, and blue colors generated from any brands’ RGB LED fixture. Typically no more than (8) new *Magic Pro™* RGB 600W fixtures are needed for a high school field so this is definitely an affordable option. When RGB fixtures are added to a *Premier* white light LED system, 64,000 different color combinations combined with the dancing LED white light fixtures create possibilities close to concert like theatrical fan experiences.

Pricing of the *Control Pro*™ DMX (with RGB) system depends upon the total number of additional RGB 600W fixtures installed on the field, total number of DMX controlled white light LED fixtures and the *Premier* Lighting Control Console model selected by the customer..

Pole	x-loc	y-loc	height	PSL N	PSL M	Total	kw
F1	-90	130	70ft	5	7	12	7.1
F2	90	130	70ft	5	7	12	7.1
F3	90	-130	70ft	5	7	12	7.1
F4	-90	-130	70ft	5	7	12	7.1
Total				20	28	48	28.3



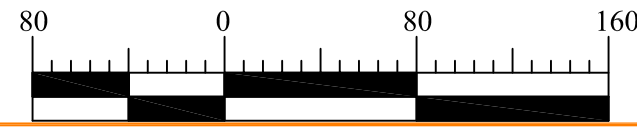
PSL N
 Light Loss Factor = 0.950
 Watts per luminaire = 590
 Number luminaires used = 20
 kw these luminaires = 11.8

PSL M
 Light Loss Factor = 0.950
 Watts per luminaire = 589
 Number luminaires used = 28
 kw these luminaires = 16.5

ALL DIMENSIONS ARE APPROXIMATE PER INFORMATION PROVIDED.
 ALL POLE LOCATIONS ARE RELATIVE TO 0,0 REFERENCE POINT.

Football
 72 points at z=3, sp 30ft by 30ft
 HORIZONTAL FOOTCANDLES

Average	50
Maximum	59
Minimum	40
Avg:Min	1.24
Max:Min	1.48
Coef Var	0.10
UnifGrad	1.32



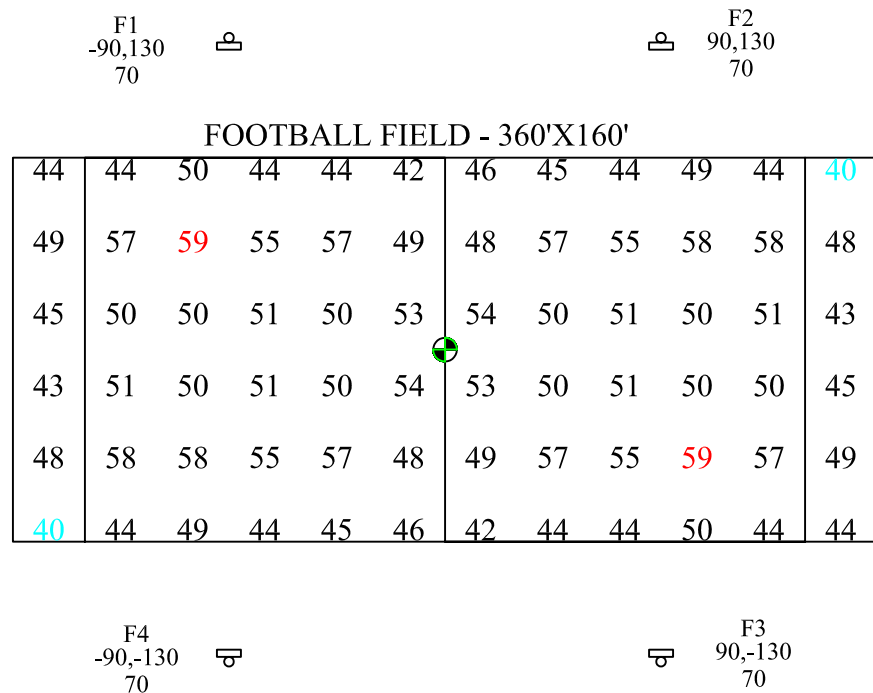
PREMIER SPORTS LIGHTING
 LIGHTING DESIGN DEPT. PHONE: (800) 674-6058
 2100 Chespark Drive
 Gastonia, NC 28052 USA www.PremierSportsLighting.com

NCPA EXAMPLE

FOOTBALL FIELD - 360' X 160'
 50 FOOTCANDLES MAINTAINED
 4 POLE/48 FIXTURE DESIGN
 POLES F1 & F2 - 70' M.H. w/12 FIXTURES EACH
 POLES F3 & F4 - 70' M.H. w/12 FIXTURES EACH
 POLES C1 & C2 - 70' M.H. w/ FIXTURES EACH
 590 WATT LED SPORTS FLOOD
 TOTAL KILOWATT CONSUMPTION = 28.3 KW
 AVERAGE MAINTAINED HORIZONTAL FOOTCANDLES @ 3' AFG

Sheet No. 1 of 3	Designer: BS	Date/Time of Design 6/15/20 7:50	Drawing Number: NCPA Example	Rev: 00
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Pole	x-loc	y-loc	height	PSL N	PSL M	Total	kw
F1	-90	130	70ft	5	7	12	7.1
F2	90	130	70ft	5	7	12	7.1
F3	90	-130	70ft	5	7	12	7.1
F4	-90	-130	70ft	5	7	12	7.1
Total				20	28	48	28.3



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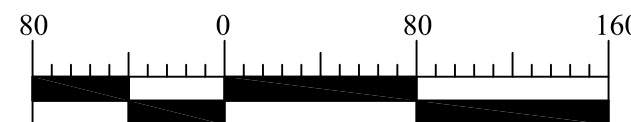
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AVERAGE MAINTAINED HORIZONTAL FOOTCANDLES @ 3' AFG

Football
 72 points at z=3, sp 30ft by 30ft
 HORIZONTAL FOOTCANDLES

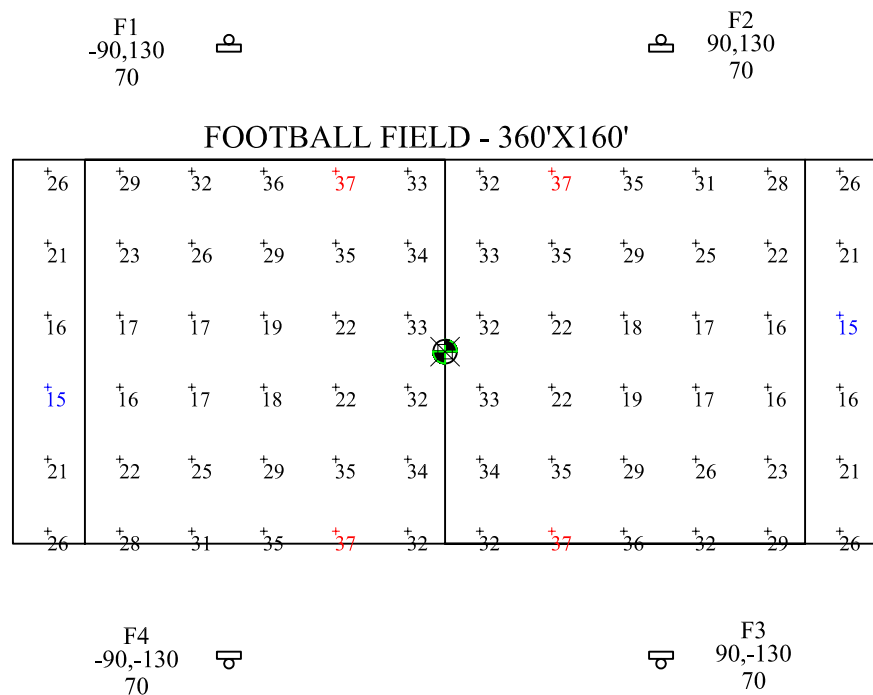
Average	50
Maximum	59
Minimum	40
Avg:Min	1.24
Max:Min	1.48
Coef Var	0.10
UnifGrad	1.32



Sheet No. 1 of 3	Designer: BS	Date/Time of Design 6/15/20 7:50	Drawing Number: NCPA Example	Rev: 00
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Pole	x-loc	y-loc	height	PSL N	PSL M	Total	kw
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F2	90	130	70ft	5	7	12	7.1
F3	90	-130	70ft	5	7	12	7.1
F4	-90	-130	70ft	5	7	12	7.1
Total				20	28	48	28.3

VIEWPORT SHOWS GLARE RATING CALCULATIONS



PSL N
 Light Loss Factor = 0.950
 Watts per luminaire = 590
 Number luminaires used = 20
 kw these luminaires = 11.8

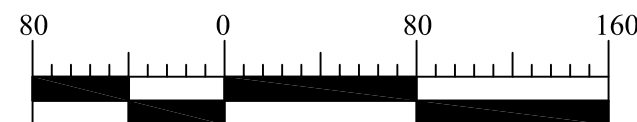
PSL M
 Light Loss Factor = 0.950
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 Number luminaires used = 28
 kw these luminaires = 16.5

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Luminaire Schedule					
Symbol	Qty	Arrangement	LLF	Description	Lum. Watts
	20	SINGLE	0.950	PSL N 600W	590.4
	28	SINGLE	0.950	PSL M 600W	589.1

Calculation Summary												
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	# Pts	CV	UG	Grid Z	Meter Type
Football Horizontal GR	Glare Rating	N.A.	27	37	15	1.78	2.47	72	0.26	1.61	3	Horizontal

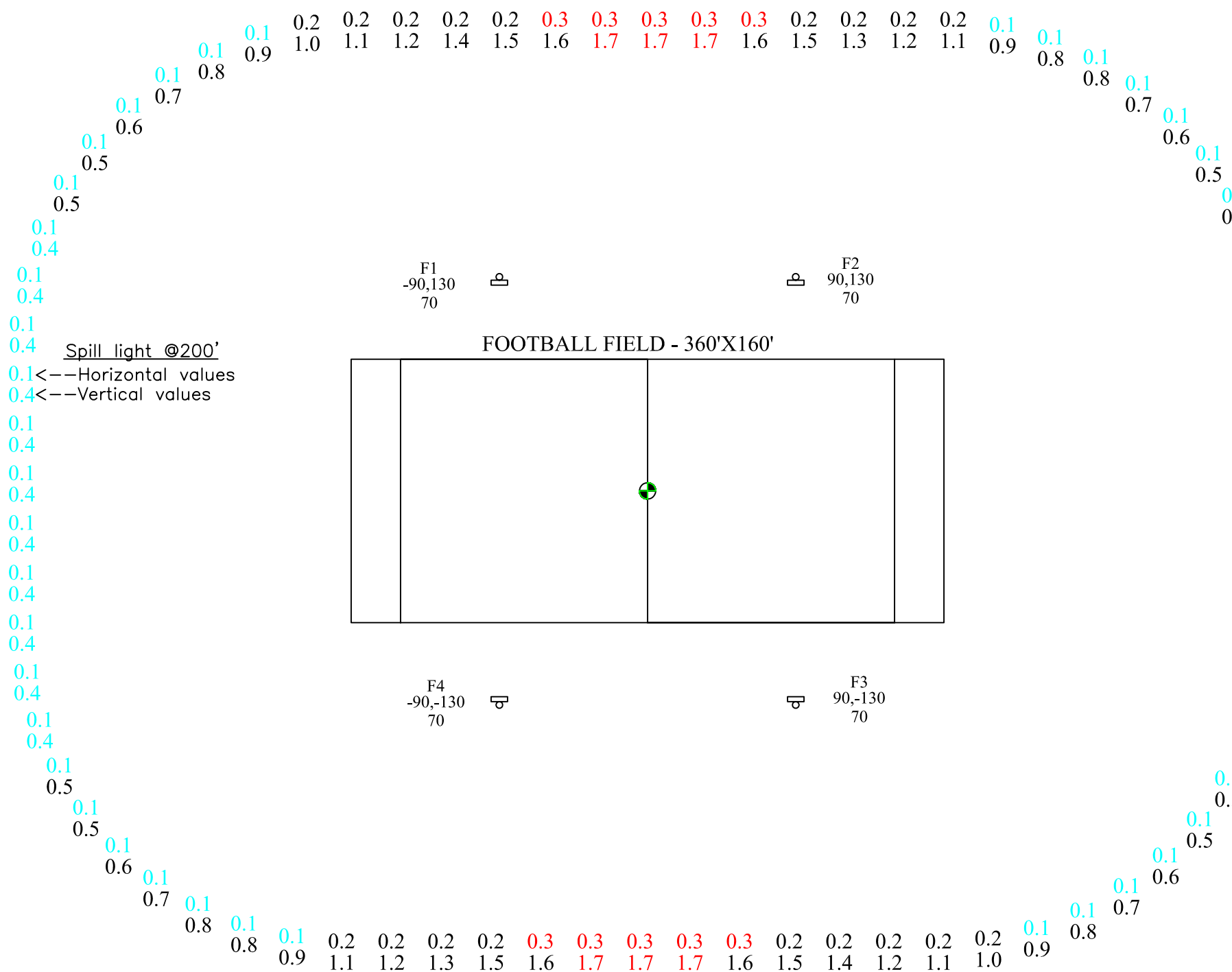


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POLES F3 & F4 - 70' M.H. w/12 FIXTURES EACH
POLES C1 & C2 - 70' M.H. w/ FIXTURES EACH
590 WATT LED SPORTS FLOOD
TOTAL KILOWATT CONSUMPTION = 28.3 KW
AVERAGE MAINTAINED HORIZONTAL FOOTCANDLES @ 3' AFG

Sheet No. 2 of 3	Designer: BS	Date/Time of Design 6/15/20 7:50	Drawing Number: NCPA Example	Rev: 00
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Pole	x-loc	y-loc	height	PSL N	PSL M	Total	kw
F1	-90	130	70ft	5	7	12	7.1
F2	90	130	70ft	5	7	12	7.1
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F4	-90	-130	70ft	5	7	12	7.1
Total				20	28	48	28.3

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 Number luminaires used = 20
 kw these luminaires = 11.8

PSL M
 Light Loss Factor = 0.950
 Watts per luminaire = 589
 Number luminaires used = 28
 kw these luminaires = 16.5

Spill light @200'
 0.1<--Horizontal values
 0.4<--Vertical values

Spill at 200' from field
 76 points

	A	B
Average	0.1	0.9
Maximum	0.3	1.7
Minimum	0.1	0.4
Avg:Min	1.50	2.16
Max:Min	3.00	4.25
Coef Var	0.48	0.53

A HORIZONTAL FOOTCANDLES
 B FOOTCANDLES with meter facing (x,y,z)= 0.0 0.0 70.0

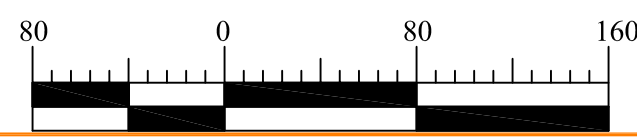
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TOTAL KILOWATT CONSUMPTION = 28.3 KW
AVERAGE MAINTAINED HORIZONTAL FOOTCANDLES @ 3' AFG



Sheet No. 3 of 3	Designer: BS	Date/Time of Design 6/15/20 7:50	Drawing Number: NCPA Example	Rev: 00
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25 YEAR TOTAL COST OF OWNERSHIP = 28.3KW X \$.12/kwhr X 500 hr/yr X 25 Years = \$42,450.00



TAB: 8

Value Added Products or Services

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TAB 8: VALUE ADDED PRODUCTS OR SERVICES

There are three value added services which *Premier* offers NCPA clients looking to either replace (retrofit) existing metal halide fixtures or install a new sports lighting system. Each service will enhance *Premier's* NCPA sports lighting offerings.

LEASING: *Premier's* offer of an experienced 3rd party leasing company with national leasing capabilities. Since public agencies in the post Covid-19 economy will undoubtedly face significant issues to fund a new sports lighting purchase AND since our Federal Reserve and Treasury Departments predict significantly lower long term interest rates; why not lease instead of purchase LED sports lighting systems? Additionally since most all major brands of sports lighting products include a standard 10 year warranty, why not lease for the same 10 year time period? In fact, our calculations show on many occasions the monthly lease cost payment is 100% offset by the new LED energy and maintenance savings. At this time, the name of this 3rd party Texas based company will not be disclosed. However, company specific details are available upon request. As info, this 50-state leasing company was originally *Musco's* back-room leasing guru for many years. However, we were told *Musco* abruptly ended this leasing contract to lease in-house.

FUNDRAISING PROGRAM: *Premier* will offer fundraising programs to facilitate the purchase of a sports lighting retrofit or new installations in the Post Covid-19 economy. Simply speaking, we plan to partner with one of the many established social media *GoFundMe Like* athletic fund raising platforms whose goal is to raise funds for sport teams, booster clubs, high schools, etc and advertised at very low out of pocket fund raising costs. Since we think most public agency Post Covid-19 economic funds will likely be very scarce, why not match such social media platforms to *Premier's* reasonably priced database of business CEO's in the immediate vicinity of a high school, college, or public agency desiring to purchase a sports lighting system? *Premier's* only role would be as facilitator of the fund raising efforts. As an example, last month *Premier* purchased a database of all business CEO's in our home base of Gaston County. There were 9,900+ business contacts for our small county! With *Premier's* training of a willing NCPA customer desiring to purchase a LED lighting package, merging this database of businesses into a *GoFundMe Like* social media platform at any Gaston County high school wanting to fund a \$120,000 retrofit should be widely successful in raising the required funds from these local business owners. Which CEO would deny a \$250 *GoFundMe* school request? Most likely only a few 100 CEO contributions would achieve the fund raising goal because many CEO's would contribute more than the \$250. Of course, we would reward the CEO's business contribution with some sort of permanent public recognition; maybe a plaque attached to the sports stadium press box or some other permanent business recognition. Just imagine every time a sports fan visits the stadium over the next 50+ years; that business is advertising its partnership with the school in *Going Green* with LED lighting.

REBATES: A last value added service which *Premier* brings to NCPA members is management experience with Prescriptive and Custom lighting rebates offered by electric utilities across the nation and the many states whose energy offices offer low rate lease financing and grants to incentivize an LED project. *Premier* team members hold valuable experience with both service offerings and would be available for consultation to a NCPA client desiring to pursue such a route.

Please advise if NCPA personnel desire additional information about any of these value added services.

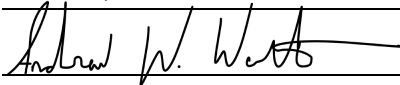
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Premier Sports Lighting, LLC</u>
Print Name	<u>Andrew Weathers</u>
Address	<u>2100 Chespark Dr.</u>
City, State, Zip	<u>Gastonia, NC 28052</u>
Authorized signature	<u></u>
Date	<u>06/15/2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

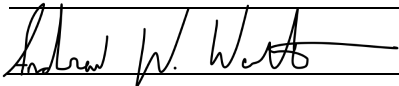
Date

06/15/2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Premier Sports Lighting, LLC
Address	2100 Chespark Dr.
City/State/Zip	Gastonia, NC 28052
Telephone No.	(800) 674-6058
Fax No.	NA
Email address	andrew@psl-sports.com
Printed name	Andrew Weathers
Position with company	CEO
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Field Pro™ 600

The Field Pro™ 600 is the ideal solution and specifically designed for High School, Municipal, and Parks and Recreation facilities. Our unmatched efficiency allows for the lowest total cost of ownership available with the highest performance.



Offered
in both
Remote
& Integral

UP TO
80%
ENERGY SAVINGS

UP TO
40%
MORE EFFICIENT THAN
OTHER LED SYSTEMS

OVER
80K
DELIVERED LUMENS

ZERO
GLARE FROM ALL
BEAM ANGLES

UP TO
1500
FPS ULTRA SLOW-MOTION

OVER
1M
CANDELA

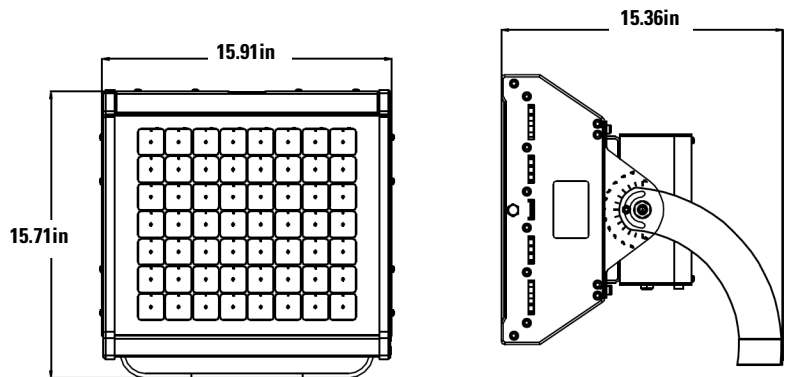
200KA
SURGE PROTECTION

IP66
INGRESS PROTECTION

INPUT WATTAGE:
600

Luminaire Data

Weight	65 lb
Ingress Protection	IP66
Material and Finish	Anodized Aluminum
UL (ambient temperature rating)	50°C
Color Rendering Index	Typical 75
Color Temperature	5700K
Wattage	600 W
Lumens	80,000



EPA: < 2.0

Field Pro™ 600 (Integral Shown)



Magic Pro™ RGB

The Magic Pro™ RGB luminaire creates a dynamic lighting experience for your fans and players. These proprietary lights offer unparalleled capabilities for thrilling, custom effects that make the excitement of the lighting scenes second only to that of the game. With full-spectrum RGB capabilities, the entertainment possibilities are endless.



Offered
in both
Remote
& Integral

UP TO

64M

DIFFERENT COLORS

INPUT WATTAGE:

680

IP66

INGRESS PROTECTION

OVER

12K

RED LUMENS

OVER

12K

GREEN LUMENS

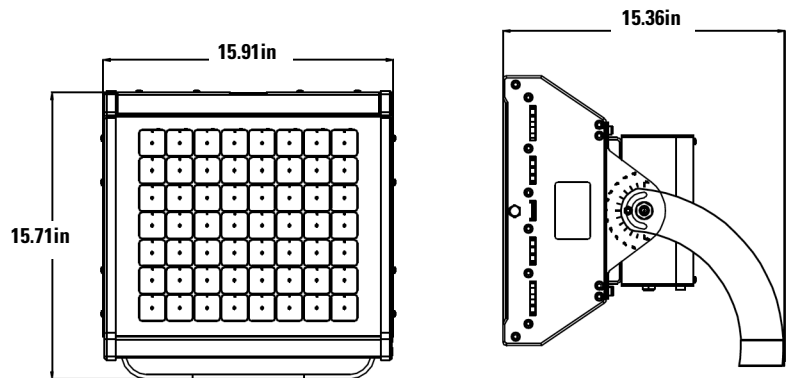
OVER

6K

BLUE LUMENS

Luminaire Data

Weight	80 lb
Ingress Protection	IP66
Material and Finish	Anodized Aluminum
UL (ambient temperature rating)	50°C
Color Rendering Index	Typical 75
Wattage	Up to 680 W
Lumens	
Red	12,000
Green	12,000
Blue	6,000



EPA: < 2.0

Magic Pro™ RGB (Integral Shown)



Premier Sports Lighting™ Court Pro™

LED High Output Tennis Court Lighting Systems



- **Slim, Low-Profile Design**
- **>100,000 Hr Expected Life**
- **Instant On and Dimmable**
- **High Performance, Full Cutoff LED**
- **Matching Poles & Brackets Available**
- **Lightweight for Easy Installation (<20 lbs.)**
- **Remote Wireless Control System (Optional)**
- **50% Energy Reduction vs. 1000W Metal Halide Systems**
- **Easy Retrofit Mounting of Existing Metal Halide Fixtures**
- **Financing Options Available from 13 Months up to 10 Years**
- **Standard 10-Year Parts & Labor Warranty**

PREMIER SPORTS LIGHTING, LLC.

2020 REMOUNT RD. | GASTONIA, NC 28054

800-674-6058 | EMAIL: tennis@psl-sports.com | www.psl-sports.com

PREMIER
SPORTS LIGHTING™



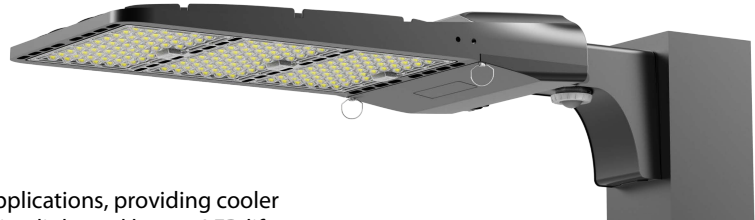
Court Pro™ 500

Project Information	
Job Name	
Fixture Type	500 Watt LED Tennis Court Lighter
Catalog Number	PSL-CP500
Approved by	

PSL-CP500 500 Watt LED Tennis Court Lighter



Designed and Engineered
IN THE USA



SPECIFICATIONS:

Designed for tennis court retrofit and new construction applications, providing cooler operating temperatures, brighter, more comfortable viewing light and longer LED life. The housing is made of 100% aluminum and utilizes external airflow fins to allow for greater heat dissipation. The easy access driver compartment is a thermally independent compartment, separate from LED generated heat, for cooler operation and longer driver life.

Housing:

One-piece, die-formed aluminum housing contains factory pre-wired driver in a gasketed, weather-resistant wiring compartment. Hinged wiring access door (with safety lanyard) located underneath. Fixture is IP66 rated.

Optics:

Premier Sports Lighting's Court Pro™ utilizes high performance TIR lenses, that provide uniform optimal lighting distribution for tennis with sharp back-light cutoff.

Photometric data is tested in accordance with IESNA guidelines

Mounting:

The easy mount bracket makes installation to any style pole quick and easy. Trunnion and other mounting options also available.

Electrical:

Two-levels of surge protection (1st: standard 6KV/6KA surge protection built into electronic driver and 2nd: 25KV/KA secondary line to earth surge protection) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (50/60Hz input) and 347-480 VAC.

Listings:

Luminaire is certified to UL/cUL Standards or Wet Locations

Driver:

Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can be easily accessed.

LEDs:

Select high-brightness LEDs in Cool™ White (5000K), or Neutral White (4000K) color temperature, minimum of 80 CRI.

Operating Temperature:

-40°C to +50°C (-40°F to +122°F)

Expected Life:

Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location

Controls:

Turn on and off your lights, fans, sprinklers, door locks, etc all from your phone or computer with our wireless control system.

Warranty:

10 year Parts and Labor (10 years or 12,000 hours, whichever comes 1st)

Patent Pending

DIMENSIONS:

Weight: 18 lbs.

EPA: 0.82

