



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: April 18, 2017

AGENDA ITEM: Consider Approval of Bearcat Stadium Scoreboard

PRESENTER: Dr. Derek City, Earl Husfeld, and Tim Buchanan

ALIGNS TO BOARD GOAL(S): Financial/Facilities – The District shall exhibit excellence in financial and facility planning, management, and stewardship.

BACKGROUND INFORMATION:

- Per Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

ADMINISTRATIVE CONSIDERATIONS:

- During the February 20th board meeting, an Aledo High School Bearcat Prospectus pertaining to a new scoreboard for Bearcat Stadium was presented and discussed with you.
- Since that time, Mr. Buchanan has contacted businesses and individuals about the opportunity of advertising on the new scoreboard and stadium facility.
- He has received four (4) commitments for the Bearcat Title Partner packages at \$20,000 per year for five (5) years. He has received favorable, strong interest expressed for the four (4) Orange Partnership packages at \$12,000 per year for five (5) years.
- A copy of the Daktronics quote for the Bearcat Stadium scoreboard is following for your review and consideration.
- As you will recall, the District has received a commitment from Daktronics and their financial partner of a five (5) year financing term at no interest.
- Since the opening of Bearcat Stadium, the District has accumulated approximately \$150,000 from sponsor advertising that could be applied to the purchase of the new scoreboard.

FISCAL NOTE:

No cost to the General Operating Fund. Cost of the new Bearcat Stadium scoreboard will be paid from sponsor advertising.

ADMINISTRATIVE RECOMMENDATION:

Contingent upon securing sponsor advertising to cover the annual repayment cost, the Administration recommends the Board of Trustees approve acceptance of the quote received from Daktronics for the Bearcat Stadium scoreboard and related equipment as presented.

Aledo ISD
1008 Bailey Ranch Rd
Aledo, TX 76008

Quote #527913-1 REV 1
18-Dec-2015
Quote Valid for 90 Days

RE: Bearcat Football Stadium

Dear Tim Buchanan:

Daktronics, Inc. appreciates the opportunity to provide a formal Quote to Aledo ISD ("Customer"). The following delineated equipment and services per the following Sections A-E will be the basis of our Quote.

A. EQUIPMENT

Base 15HD - One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: DVX-1162-15HD-6500-C-HC-456x816
- Approximate Active Area: 22.80' high x 40.80' wide
- Pixel Pitch: 15HD
- Matrix: 456x816
- LEDs illuminate red, green, and blue

Aux. Scoreboard

- Trumpet Horn

Truss Accents

- Approximate Area: 4' high x 16.38' wide

Backlit Ad Panels

- Approximate Area: 4' high x 12.33' wide

Pricing Includes

- Installation
- Installation Supervision
- Project Management
- Engineering Design
- Control System
 - 40 RU Rack System
 - Remote User Station
 - Single Monitor
 - Sports Data Interface
- Video Production
 - TC-460
 - Timewarp Controller w/ Replay
 - Hardwired cameras @2
- Warranty – 5 Years
- Content Package
- Operator Training
- Buy Board Contract Pricing

VIDEO PRICE \$ 641,268

Option – Add Audio System

- Sportsound 1500HD
- SSA-RACK

AUDIO PRICE \$ 56,732

TOTAL PRICE \$ 698,000

B. PAYMENT

Purchase price shall also include any additions or deletions pursuant to any duly authorized change orders.

Payment schedule is contingent upon approved credit*. One or more of the following may be requested for approved credit:

- a) Independent credit agency report.
- b) A bank reference from your primary commercial bank.
- c) Trade references from two suppliers who have extended credit within the past year.
- d) Last 3 years' audited financial statements.

* If credit is not acceptable, Customer may have to provide a form of guarantee to secure open account.

The Payment schedule is as follows:

- 30% Payment with Order
- 60% Payment before Shipping
- 10% Net 30 from Shipment

Financing option available; consult your sales representative for additional information.

Estimated Delivery: Determined by order date

Estimated Date of Substantial Completion: Determined by order date

All notices required herein shall be given to Customer at the address indicated on this Agreement unless otherwise specified below:

Notice/Communication Address:

C. SERVICES AND TRAINING

PROJECT MANAGEMENT

- Engineering Design Assistance
 - Provide engineering to determine and finalize design.
 - Provide structural design.
 - Complete shop drawings.
 - Provide electrical drawings detailing electrical specifications.

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- Provide engineering stamped drawings (used for permitting).
- Technical Contracting
 - Assign a project manager from Daktronics.
 - Define specific scopes of work with project details for Customer and Daktronics.
 - Establish project installation timelines and detail issues.
 - Coordinate preliminary and/or final project shop drawings as per scope of work prior to contracting or bid award.
- Construction Management
 - Daktronics project manager finalizes project installation Gantt chart for Customer review.
 - Coordinate project details for shop drawing and project approval elements.
 - Coordinate all aspects of equipment manufacturing and delivery to site.
 - Coordinate with subcontractors and Customer on completing site work and installation of equipment.
 - Coordinate Daktronics on-site project team for any required specific duties which may include equipment installation supervision, signal hook-ups, control room set-up, system testing and on-site training.
 - Coordinate and finalize project completion punch list and project acceptance.
- Installation Management
 - Daktronics representative, who will be familiar in advance with the project, system construction, assembly, and equipment, will be the installation supervisor on site.
 - General duties involved with installation management include resolving structural, mechanical, electrical, signal, and operational issues that arise during installation.

CUSTOMER SERVICE

- Maintenance Training
 - During installation, Daktronics on-site technician will provide Customer personnel on-site basic maintenance training. This training will cover component overview and replacement and system startup and shutdown. Customer is responsible for identifying the personnel that need to receive training.
 - Operational and maintenance manuals will be provided through electronic media (ie. computer disk) for this system and used as the guideline for training.
 - Riser diagrams will also be provided to customer and local technician, if one is identified through electronic media (i.e. computer disk).
- Operator Training
 - Operation manuals may be sent in advance prior to shipment of displays.
 - A qualified trainer from Daktronics will conduct a personalized on-site training designed to cover the major components of operator training on the equipment. Customer will provide personnel and appropriate space to conduct training. This on-site training will include up to [3] days of consecutive training.
 - Toll-free operator assistance during the warranty period and with the purchase of a service agreement.
- Spare Parts Package
 - Daktronics offers adequate spare parts to support Daktronics-manufactured products with every contract; well-trained engineers and project managers assess the custom display and recommend the quantities of each component for spare parts packages.
- Parts Exchange Program
 - Daktronics carries an inventory of standard system-critical Daktronics manufactured parts to reduce the down-time of customers' equipment. Upon request, Daktronics ships the replacement part to the appropriate location. After the repairs have been made, the failed part will be shipped to Daktronics.
- Customer Service Support
 - Service Coordination staff is available 8am-5pm CST
 - Technical Support is available 7:30am-10pm CST
 - Self service is available via Daktronics.com/support

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a bronze content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with customers to fulfill all content packages. Quotes will be provided to the customer detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to customer at no additional charge so long as the customer has sufficient credit of creation services remaining. The content creation services credit will expire three (3) years following the execution of the sales agreement. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

D. INSTALLATION RESPONSIBILITIES

See Attachment A

Daktronics and Customer will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. Daktronics will not honor any back charges unless approved in advance in writing by a Daktronics Company Manager.

All change order work performed by Daktronics or a subcontractor of Daktronics, will be performed at cost plus 20% overhead and profit.

E. STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

A. First Year of Service:

One Year Standard Parts and Labor Warranty (DD1425981 - <http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Standard Warranty and Limitation of Liability

B. Additional Years of Service: any Extended Services purchased are in addition to the Standard Service provided in Section A above and shall commence upon expiration of first year of such Standard Service.

Years 2-5 Essential Service per DD1468974 (<http://www.daktronics.com/essential>)

C. Exclusions: Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

DELIVERY:

Equipment is quoted FOB Destination via independent or common carrier. Ship Date will be determined after contract is signed, down payment received, and shop drawings approved.

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AD COPY:

Customer will provide camera- ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels blank and credit Customer \$3.00 per square foot. Additional charges may apply if copy is not camera-ready.

TAXES:

No taxes have been included in the price. Customer will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Customer is tax-exempt or purchasing for resale, a copy of Customer's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS:

Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be referred to as a change order. All change orders shall be in writing and shall set forth the change in scope, price, schedule and payment terms and shall be executed by a proper authority for each party. Neither party shall have an obligation to perform any changes unless a written change order is executed by both parties prior to commencement of the work that is the subject of the change order.

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Thank you for allowing Daktronics to submit a quotation on this project. We appreciate your consideration and are excited about the possibility of working with you on this project. If you have any questions regarding this quote please contact the following:



Scott Luce
Regional Sales
972-249-7130
Scott.Luce@Daktronics.com

or



Blayne Olsen
Project Manager
605-641-3672
Blayne.Olson@Daktronics.com

The Terms and Conditions, which apply to this quotation, are available on request.

[SL-02375 Standard Terms and Conditions of Sale](http://www.daktronics.com/terms_conditions/SL-02375.pdf) (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

[SL-02374 Standard Warranty and Limitation of Liability](http://www.daktronics.com/terms_conditions/SL-02374.pdf) (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

[SL-07862 Software License Agreement](http://www.daktronics.com/terms_conditions/SL-07862.pdf) (http://www.daktronics.com/terms_conditions/SL-07862.pdf)

The documents referred to in this Quote are integral parts of this Quotation. The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics [Standard Terms and Conditions \(SL-02375\)](#), the [Standard Warranty and Limitation of Liability \(SL-02374\)](#) and the [Software License \(SL-07862\)](#) (together the "Terms and Conditions") constitute the full and final understanding between both parties. By receiving this Quotation, Customer acknowledges that it has had an opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hard copy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this quotation are expressly conditioned upon Customer's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in the price. The parties agree that due to the volatile market for raw materials, including but not limited to structural steel, aluminum, copper wire, and conduit, Daktronics reserves the right to adjust bid pricing at time of contract award. Any increase in the price of these raw materials shall be reflected in the contract price.

DAKTRONICS shall provide and perform only such copy or customization as described on this attachment or as provided for in the approved shop drawings. DAKTRONICS and CUSTOMER will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. DAKTRONICS will not honor any back charges unless approved, in advance, in writing by a DAKTRONICS Company Manager.

The term "Software" means the original computer software program and all whole or partial copies of this software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement. The Software is licensed to CUSTOMER per [SL-07862](#).

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ACCEPTANCE

The Undersigned has actual authority to execute this document and Daktronics, Inc. is relying upon such authority.

Customer hereby agrees to purchase the equipment as defined in Section A "Equipment", and the parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with 1) Standard Terms and Conditions, 2) Software License Agreement, 3) Standard Warranty and Limitation of Liability, 4) Service Plan as indicated below and 5) Sections A - E (collectively, the "Contract Documents") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Customer acknowledges that it has had opportunity and means to review the Contract Documents as provided. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Customer's acceptance of the Contract Documents without change. Any modification of the Contract Documents may require a corresponding change in price. The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of this quote, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of this quote, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements. Accordingly, the Customer acknowledges and agrees to the Contract Documents as evidenced by its attestation below.

Unless specifically outlined in any Attachments or Agreement, this order does *not* include the following:

- Physical installation
- Electrical installation
- Installation supervision
- Preventative maintenance
- Cable or conduit including labor
- Freight or insurance costs
- Any applicable taxes
- Any additional site related costs
- Appropriate structure, footings and engineering
- Bonding

Customer hereby confirms that the Equipment is to be delivered to, and may be installed by Customer or Daktronics (as indicated elsewhere herein) at the address specified below:

Product Delivery Address:

Customer: _____
Address: _____
City, State, Zip: _____
Province/Country: _____
Phone: _____ Fax: _____
Contact: _____
E-mail: _____

Installation/End User Address:

Customer: _____
Address: _____
City, State, Zip: _____
Province/Country: _____
Phone: _____ Fax: _____
Contact: _____
E-mail: _____

In witness hereof, the parties hereto have executed this agreement and through their duly authorized officers.

CUSTOMER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC.:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type



ATTACHMENT A Installation Responsibilities Checklist: Outdoor, Audio

Responsible Party		Description
Daktronics	Customer	
X		1. Secure necessary construction permits.
	X	2. Provide existing utility drawings.
X		3. Removal of existing equipment.
X		4. Removal of existing secondary structure (excluding footings).
X		5. Disposal of existing equipment.
X		6. Disposal of existing secondary structure (excluding footings).
X		7. Generate and issue site specific electrical and signal drawing submittals for scoring, video, front-end production system, audio equipment.
X		8. Generate and issue site specific equipment shop drawing and attachment detail submittals for scoring, video, front-end production system, audio equipment.
	X	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	X	10. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	X	11. Engineering design and certification for structure and footing design.
	X	12. Unobstructed access to equipment and control room installation site until display is 100%.
	X	13. Mark location of the new Equipment as delineated in the quote.
	X	14. Locate underground utilities.
	X	15. Landscaping to include all.
	X	16. Provide camera-ready artwork for ad panels, speaker mesh and logos at time of order.
X		17. Provide and install decorated mesh scrim on speaker cabinet. Customer will be responsible for any decoration if artwork is not received thirty (30) days prior to shipment.
	X	18. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
X		19. Site clean-up after Daktronics work.
X		20. Crating and shipping of all equipment to facility via common or independent carrier.
X		21. Accept, lift, unload, and inspect all scoring, video, front-end production system, audio equipment and control equipment from carrier.
	X	22. Provide storage of scoring, video, front-end production system, audio equipment and control equipment in a safe, dry, and secure location until installation.
X		23. Fabricate and install substructure.
X		24. Prime and paint substructure
X		25. Lift and mount Equipment listed in this quotation.
	X	26. Provide primary power feed up to with 10' of each display (or at the base, whichever is closer) in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
X		27. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.

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	X	28. Provide power to miscellaneous/auxiliary display {aux. scoreboard, DOG clocks}. Power within one (1) foot of display.
	X	29. Provide and install signal cable conduit from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
X		30. Provide and install signal cable conduit from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
	X	31. Provide and install signal cable conduit from control location to each camera location, as delineated in the electrical and signal drawings.
	X	32. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
X		33. Furnish signal cable as delineated on the quote.
X		34. Labor to pull all new signal cable (and remove existing cable, if required).
X		35. Interface cabling with video system including conduit, cabling and installation of cabling.
X		36. Interface cabling with audio system including conduit, cabling, and installation of cabling.
X		37. Low voltage electrical contactors and wiring.
X		38. Terminate signal cable at control location and scoring, video, front-end production system, audio Equipment.
	X	39. Provide climate controlled, secured control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	X	40. Provide high speed internet connection to control room equipment.
	X	41. Required power outlets on clean dedicated circuit(s) for all scoring, video, front-end production system, audio and control equipment.
X		42. Provide computer(s) for control software.
X		43. Unpack, set-up, hook-up, and testing of control system.
	X	44. Provide personnel for maintenance and operator training.
X		45. Perform final systems testing and commissioning.
	X	46. Final acceptance, per DF-1252.
	X	47. Walk-thru inspection at Substantial Completion and identification of punchlist items
X		48. Completion of punch list items.
NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.		

