
Board of Education

INFORMATION

TITLE: Current Proposals, Bids and Renewal

DATE: August 7, 2020

RESPONSIBLE ADMINISTRATOR: Charles Warren, CFO

VISION 2023 STRATEGY: Strategy 4. Learning Environment/Facilities

BACKGROUND/CONSIDERATIONS:

The following is information related to current bids and proposals. Award status may be pending agreement on final pricing and contract.

1. Video Scoreboards for Northside and Southside Competition Gyms
Requested by: Michael Beaumont, Director of Athletics and Activities
Selection Method: Purchasing Cooperative (quotes not required)
Funding Source: Operating Funds
Award: Ace Sports (Little Rock)
Bid Count: Three, two from Little Rock and one national
Additional Information: Stephens Inc. verified that scoreboards that solicit sponsors or ads may not be purchased with bond proceeds. Therefore, operating funds are used. The Athletic Department will develop a sponsorship/signage/video ad program to reimburse the District part/all of the cost of these scoreboards over time.

RECOMMENDATION:

This is an information item. No recommendation is required.

VISION 2023 STRATEGIES - **1. Career Planning:** Develop and implement education and career pathways so that each student graduates with a viable plan and relevant skill set for his or her future. **2. Equity:** Develop and implement a system-wide plan to provide all students with the resources they need to optimize their learning. **3. Instruction:** Design, develop and implement programs to promote rigor, relevance, collaboration, critical- thinking skills and learning environments designed to meet each student's unique needs and aspirations. **4. Learning Environment/Facilities:** Align resources, facilities and technology strategically and equitably across the district to maximize security and enhance the learning environment. **5. Staffing:** Recruit and retain highly-qualified faculty, staff and administration. **6. Technology:** Provide appropriate technology that is consistently available, effectively supported and equitably distributed for group and individual instruction. **7. Wellness:** Develop and train empathetic and nurturing employees to be sensitive to and supportive of the needs of all children and families.



11935 INTERSTATE 30 LITTLE ROCK, AR 72209
Toll Free: 800-224-1366

PROPOSAL

Proposal #: 27904

Proposal Date: 04/17/20
Customer #: 12992
Page: 1 of 5

SOLD TO:	JOB LOCATION:
FORT SMITH PUBLIC SCHOOLS 3205 JENNY LIND ROAD FORT SMITH AR 72902	Fort Smith Public Schools 3205 Jenny Lind Road Fort Smith AR 72902 REQUESTED BY: Mark Bridges

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	QUOTE #42324 TIPS USA #: 190102 - Manufacture and install (1) 9.5'H x 14'W x 21.5'L custom elliptical video board structures with (2) 5' x 10' video boards to mount underneath structure. Includes (1) 17.5" x 130" face lit channel letters with custom backing above video boards: (Mavericks & Grizzlies). ***Note: ACE Sports offers a professional fund raising strategy to generate revenue to sell video advertising through customized sponsorship packages. These services are free of charge.***	\$447,124.72	\$894,249.44
2	QUOTE #42333 Video Control System & Software Solutions; (2) LaunchPad 2.5 PRO Servers; 4RU Server Chasis, 860 Watt Power Supply, 8GB RAM, Intel I7 CPU, QTY 4 512GB Solid State Drives in RAID 10 Configuration, Front Serviceable RAID Cage for SSDs, Dual DVI Graphics Card, DVD ROM, Windows Embedded 64bit, USB Keyboard and Mouse, Dual Serial Port Card, Mounting Rails, EDID Emulator, Unbalanced Audio Transformer, HD SDI I/O Card Option, Dual Real Time Sports Data Inputs, Game and Player Stats Interface, 22" User Monitor, 22" Confidence Monitor, Smart AVI DVR8X8S DVI-D 8x8 Router, TVOne C2-2755 Video Scaler, Raritan Masterconsole Digital MCD-108 (1x8) KVM, Raritan MasterConsole CIM MDCIM-DP Server Access Module for KVM, Matrix Switch MSC-HD42L 3G/HD/SD-SDI 4x2 Mini Routing Switcher, Radio Design Labs EZ-MX4L 4x1 Stereo Line-Level Audio Mixer	\$47,981.04	\$95,962.08
2	QUOTE #41688 (2) Model 5' x 10' video boards and (2) school ID toppers (Mavericks & Grizzlies) with applied graphics, (2) Sponsorship Panels below & (2) Side sponsorship panels with applied graphics (TBD). (2) ISC-9000 Scoring Controllers, (2) ISCREM-S Hand Held Remotes, (1) RF-485-XB9 (*Mandatory for locker room clocks*), (6) Model 1200 Locker Room Clocks, (1) Distribution Panels and (1) "Set" LED Backboard Strip Lights, (2) Shot Clocks with Game Time, (2) RFI-XB9 Wireless Radio Kits for shot clocks with game time (Red & Amber LED Digits) & (1) RF-USB-XB9 Wireless Radio Kits for virtual scoreboard programs to interface with video boards.	\$60,104.00	\$120,208.00
2	QUOTE #41687 Manufacture and install (1) 30' LED Scorers Tables (Court-side displays).	\$65,396.00	\$130,792.00
2	QUOTE #48339 Ongoing media consultation and support for the life of the equipment, Game script collaboration for overall production during games with onsite assistance, Classroom training for media team, Continuing support to create custom content tailored toward your needs, Lifetime software training &	\$0.00	\$0.00

CUSTOMER INITIALS _____



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reeducation, Any-time online remote access for troubleshooting the video board or software, 24/7 emergency phone number for urgent needs.

SUB TOTAL:	1,241,211.52
ESTIMATED SALES TAXES:	\$121,018.12
TOTAL PROPOSAL AMOUNT:	\$1,362,229.64

TERMS: 10.0% DOWN, BALANCE DUE AT SHIPPING
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the first page of this Contract (the "Project") and agree to the following terms and conditions regarding such Project:

SPECIFICATIONS: The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer. Changes to any specification by customer must be approved by both parties in writing.

EXCLUSIONS: Proposal does not include primary electrical service or connection, data cabling, networking, permits, integration with other products, shop drawings, engineering or taxes unless specifically stated above. Customer is responsible for approvals from all governing authorities. Customer is to furnish required primary electrical service within 6' of the, wiring, switches, data cabling and connection to the sign, or any other controls required at Customers own expense.

PROPERTY: Customer is to provide a site plan including property and right of way lines. Customer is responsible for selecting proper signage location. All private lines or other underground objects must be clearly marked by the customer in white paint. Any damage to items not clearly marked is the responsibility of the customer. Company shall not be liable for damage to pavement, lawn or landscaping.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on page one of this Contract ("Contract Amount"). Time is of the essence with regard to Customer's payment obligation. Shipping damage shall not delay payment.

ADDITIONAL WORK: Unless stated as part of the Contract Amount on page one of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of rock, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than as described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is required to remove existing items; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the description section on page one of this Contract. (vii) Inadequate access to front and/or backside of the install area or unforeseen obstacles. (viii) Additional trips to the job site are required.

INDEPENDENT CONTRACTOR STATUS: Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property.

TAXES: Taxes are not included unless indicated above. Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or governing authority.

LATE FEES: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee and all collection and attorney fees.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials related to the Project ("Signage Property"). Customer acknowledges and agrees that all signage property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 10 days of substantial completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to enter the property, take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due. Customer is responsible for all removal, transportation, storage, and re-installation charges.

COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All rights, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any

CUSTOMER INITIALS _____



11935 INTERSTATE 30 LITTLE ROCK, AR 72209
Toll Free: 800-224-1366

PROPOSAL

Proposal #: 27904

Proposal Date: 04/17/20
Customer #: 12992
Page: 3 of 5

and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company's name, as the owner and author thereof. Art renderings and/or proofs are for visualization purposes only. Scaling, dimensions, and colors may vary from the actual product.

EXISTING STRUCTURES: Company shall not be responsible for existing walls, signage or structures. Customer is responsible for providing engineering and adequate structure of existing structures before installation. Company is not responsible for cleaning, patching, painting etc. of existing walls or structures.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract. Completion time estimate starts after all contract documents, art approvals are signed, deposit has cleared and all permits are obtained.

TERMINATION: This contract may only be terminated in the sole discretion of the Company. In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

DISCLAIMER OF WARRANTIES: This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose other than those specifically mentioned herein. All warranties will be void if any product is serviced, tampered with or modified by a party other than company. Warranty is not valid until payment in full.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services to furnish materials and/or labor to manufacture signage related to the Project and further agrees that such materials and/or labor is for improvement of real property. Therefore Customer authorizes Company to file a Mechanic's Lien for any

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's agents.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of Saline County Arkansas for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supersedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.

Production time estimates start after all contract documents and art approvals are signed, deposit has cleared and all required permits are obtained.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

CUSTOMER INITIALS _____



11935 Interstate 30, Little Rock, AR 72209
 Phone: 800-224-1366 / Fax: 800-224-0342

DEPOSIT INVOICE

Invoice #: DP27904

Inv Date: 04/17/20
 Customer #: 12992
 Page: 4 of 5

SOLD TO:	JOB LOCATION:
FORT SMITH PUBLIC SCHOOLS 3205 JENNY LIND ROAD FORT SMITH AR 72902	Fort Smith Public Schools 3205 Jenny Lind Road Fort Smith AR 72902 REQUESTED BY: Mark Bridges

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS
Mark Bridges		Mark Bridges	09/30/19	10.0% Due Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	QUOTE #42324 TIPS USA #: 190102 - Manufacture and install (1) 9.5'H x 14'W x 21.5'L custom elliptical video board structures with (2) 5' x 10' video boards to mount underneath structure. Includes (1) 17.5" x 130" face lit channel letters with custom backing above video boards: (Mavericks & Grizzlies). ***Note: ACE Sports offers a professional fund raising strategy to generate revenue to sell video advertising through customized sponsorship packages. These services are free of charge.***	\$447,124.72	\$894,249.44
2	QUOTE #42333 Video Control System & Software Solutions; (2) LaunchPad 2.5 PRO Servers; 4RU Server Chassis, 860 Watt Power Supply, 8GB RAM, Intel I7 CPU, QTY 4 512GB Solid State Drives in RAID 10 Configuration, Front Serviceable RAID Cage for SSDs, Dual DVI Graphics Card, DVD ROM, Windows Embedded 64bit, USB Keyboard and Mouse, Dual Serial Port Card, Mounting Rails, EDID Emulator, Unbalanced Audio Transformer, HD SDI I/O Card Option, Dual Real Time Sports Data Inputs, Game and Player Stats Interface, 22" User Monitor, 22" Confidence Monitor, Smart AVI DVR8X8S DVI-D 8x8 Router, TVOne C2-2755 Video Scaler, Raritan Masterconsole Digital MCD-108 (1x8) KVM, Raritan MasterConsole CIM MDCIM-DP Server Access Module for KVM, Matrix Switch MSC-HD42L 3G/HD/SD-SDI 4x2 Mini Routing Switcher, Radio Design Labs EZ-MX4L 4x1 Stereo Line-Level Audio Mixer	\$47,981.04	\$95,962.08
2	QUOTE #41688 (2) Model 5' x 10' video boards and (2) school ID toppers (Mavericks & Grizzlies) with applied graphics, (2) Sponsorship Panels below & (2) Side sponsorship panels with applied graphics (TBD). (2) ISC-9000 Scoring Controllers, (2) ISCREM-S Hand Held Remotes, (1) RF-485-XB9 (*Mandatory for locker room clocks*), (6) Model 1200 Locker Room Clocks, (1) Distribution Panels and (1) "Set" LED Backboard Strip Lights, (2) Shot Clocks with Game Time, (2) RFI-XB9 Wireless Radio Kits for shot clocks with game time (Red & Amber LED Digits) & (1) RF-USB-XB9 Wireless Radio Kits for virtual scoreboard programs to interface with video boards.	\$60,104.00	\$120,208.00
2	QUOTE #41687 Manufacture and install (1) 30' LED Scorers Tables (Court-side displays).	\$65,396.00	\$130,792.00
2	QUOTE #48339 Ongoing media consultation and support for the life of the equipment, Game script collaboration for overall production during games with onsite	\$0.00	\$0.00

PLEASE PAY THIS DEPOSIT AMOUNT:	Continued
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DEPOSIT INVOICE

Invoice #: DP27904

Inv Date: 04/17/20
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ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS
Mark Bridges		Mark Bridges	09/30/19	10.0% Due Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	assistance, Classroom training for media team, Continuing support to create custom content tailored toward your needs, Lifetime software training & reeducation, Any-time online remote access for troubleshooting the video board or software, 24/7 emergency phone number for urgent needs.		
		SUB TOTAL	----- \$1,241,211.52
		ESTIMATED SALES TAXES	\$121,018.12
		TOTAL PROPOSAL AMOUNT	\$1,362,229.64

PLEASE PAY THIS DEPOSIT AMOUNT:	\$136,222.96
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Fort Smith Public Schools

- (1) 9.5'H x 14'W x 21.5'L custom elliptical video board structures
- (2) 5' x 10' video boards to mount underneath structure
- (1) 17.5" x 130" face lit channel letters with custom backing above video boards: (Mavericks & Grizzlies)

- (2) 5' x 10' video boards wall applications
- (2) School ID toppers (Mavericks & Grizzlies) with applied graphics
- (2) Sponsorship Panels below
- (2) Side sponsorship panels with applied graphics (TBD)

- (2) ISC-9000 Scoring Controllers
- (2) ISCREM-S Hand Held Remotes
- (1) RF-485-XB9 (*Mandatory for locker room clocks*)
- (6) Model 1200 Locker Room Clocks
- (1) Distribution Panels
- (1) "Set" LED Backboard Strip Lights
- (2) Shot Clocks with Game Time
- (2) RFI-XB9 Wireless Radio Kits for shot clocks with game time (Red & Amber LED Digits)
- (1) RF-USB-XB9 Wireless Radio Kits for virtual scoreboard programs to interface with video boards

- (1) 30' LED Scorers Tables (Court-side displays)

- (1) Video Control System & Software Solutions

ACE SPORTS



9' x 58' Custom Elliptical Video Board Structure

- (2) 4' x 9' video boards to mounted underneath structure
- (2) face lit channel letters with custom backing above video board
- ACE Sports offers a professional fund raising strategy to generate revenue to sell video advertising through customized sponsorship packages. These services are free of charge

Scorers Table

Our Scoring Tables are available in 8ft and 10ft. Multiple tables can be merged into one seamless display creating a dynamic experience. This is a perfect product for enhancing the fan experience during any indoor sporting event. Scoring Tables can be used to display statistics, player profiles, advertisements, or prompt the crowd to cheer.



Bolt Production Suite and (5) Additional Zoning Features

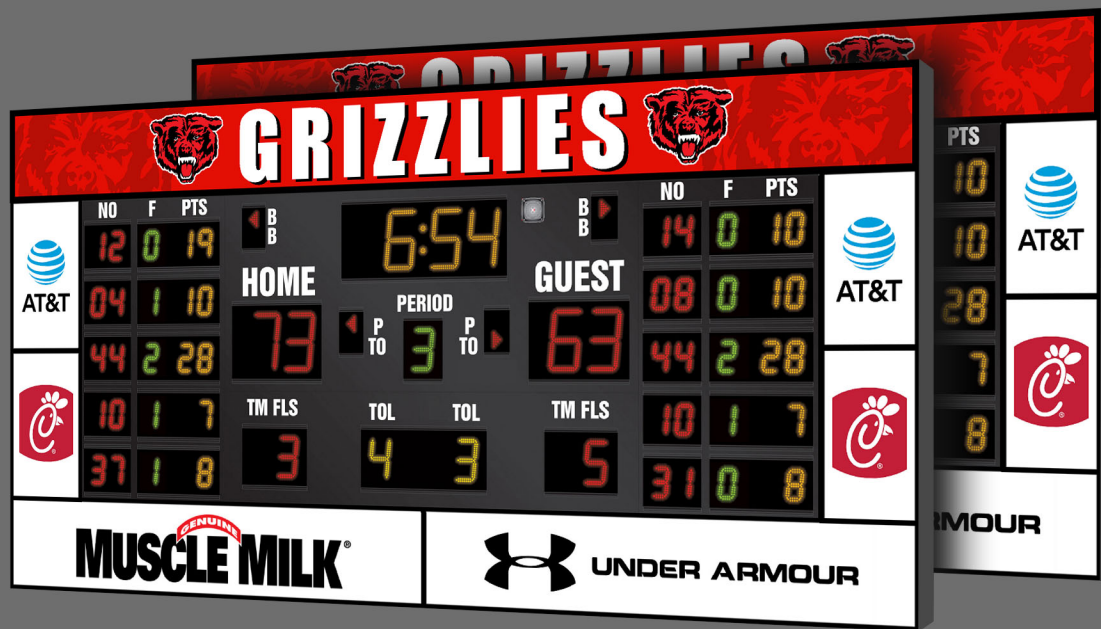
- Endless options for entertaining the audience
- Give your Sponsors the spotlight they are looking for
- Leverage your Video Board investment 24/7
- Transform your display into a virtual scoreboard or present live stats

ACE Sports is a full service video board manufacturer in Little Rock, AR. We partner with schools and communities to provide customized sponsorship packages for video scoreboards, video displays, jumbotron, scoreboards, tickers and digital media for multiple venues.

Mark Bridges
 Director of Operations
 National Sales Manager
 501.909.9173

11935 Interstate 30, Little Rock, AR 72209

ACE SPORTS



(2) 6'4"X16' Scoreboards

Includes custom topper and 6 sponsor panels. Clear viewing distance is around 50' for each 1" of digit size. Yellow 14" LED digits for time. Red 14" LED digits for the score. Green 10" LED digits for period. red 10" LED digits for player and TOL. Green 10" LED digits for fouls. Amber 10" LED digits for points. Red/green/amber 7" LED digits for stats. Includes a loud horn (103 decibels at 10 ft) and a built-in daily physical activity timer.

(2) Table Top Controllers

This industry leading table top controller offers highly accurate timing and a colorful, operator-friendly panel for easy functionality. Crystal based operation for accurate timing. Battery backed memory.



(2) Shot Clocks

Digital timing accuracy is achieved with the latest in microprocessor technology. Clear viewing distance is approximately 50' for every 1" of digit size.

(2) Hand Held Remotes

This wired remote offers you more flexibility with your score keeping. With this, you can have more people involved with the play timer and game time.

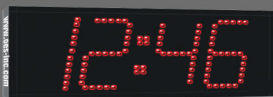


(6) Locker Room Clocks

This Time of Day Clock features 4" LED Digits. "Time of Day" clocks are pre-programmed for daylight savings and include battery backup.

Backboard Strip Lights

Increase the value of entertainment with strip lights outlining the basketball backboard. LED colors include white, red, amber, green, and blue.



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ACE SPORTS



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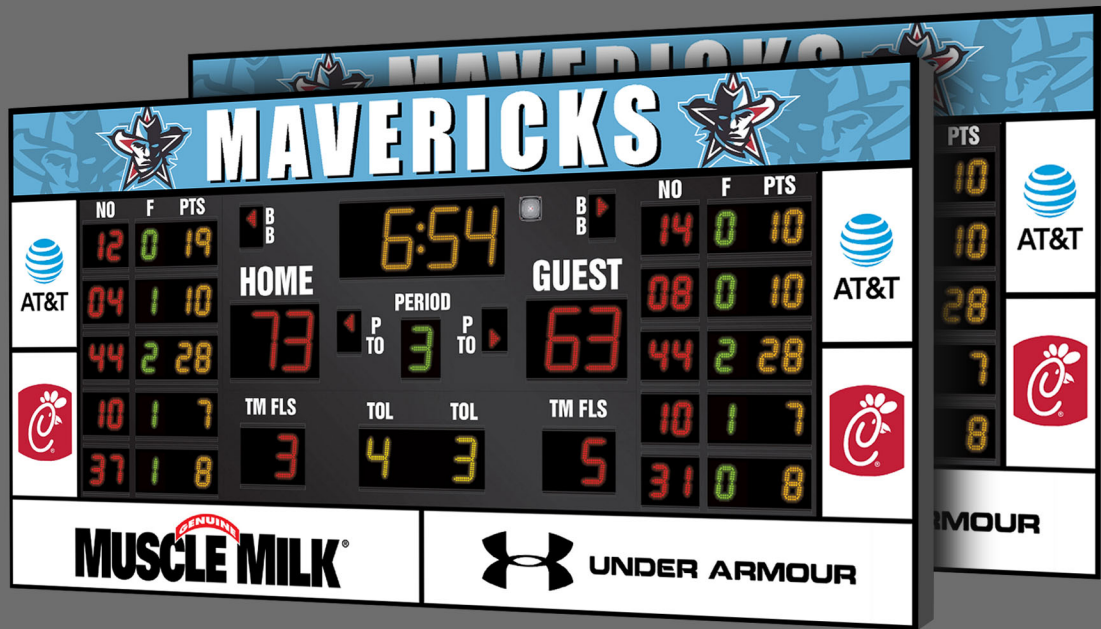
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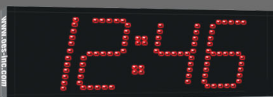


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