



Agenda

Duncan Public Schools

Special Meeting of the Board of Education

Duncan High School - Library, 1325 North 19th Street, Duncan, OK 73533

Monday, May 6, 2024 at 5:30 PM

1. **Call to order** and roll call:
Buckholts Davis Lolar Neal Schreckengost
2. Discussion and motion to approve the **Strategic Plan for 2024-2027**
3. Discussion and possible motion regarding the **bids for a Video Scoreboard and Sound Equipment at Haliburton Stadium**
4. Proposed **Executive Session** to discuss: **(a)** Pursuant to 25 O.S. § 307 (B)(1) Retirements, resignations, employment, contract changes, and extra-duty contract changes as listed on Schedule A, inclusive. Vote to convene or not convene into Executive Session
5. Vote to acknowledge the Board's **return to Open Session**
Executive Session Minutes Compliance Announcement/Statement: The matters considered, Proposed Executive Session to discuss: **(a)** Pursuant to 25 O.S. § 307 (B)(1) Retirements, resignations, employment, contract changes, and extra-duty contract changes as listed on Schedule A, inclusive. No action was taken in Executive Session.
6. Discussion and possible action regarding retirements, resignations, employment, contract changes, and extra-duty contract changes as listed on **Schedule A** attached
7. Vote to **Adjourn**

NOTICE OF MEETING

[Special, Emergency, Canceled, Continued, Reconvened or Rescheduled Regular Meeting]

TO BE FILED IN THE OFFICE OF THE COUNTY CLERK
DUNCAN, OK

fax (580) 255-0991

DATE: Monday, May 6, 2024 at 5:30 P.M.

STATE PUBLIC BODY: Board of Education, I-001, Duncan, OK - Stephens County

ADDRESS: P.O. BOX 1548, 1740 W Spruce, Duncan, OK 73534-1548

TELEPHONE: (580) 255-0686

FAX: (580) 252-2453

		DATE	TIME	PLACE
SPECIAL MEETING	X	05/06/2024	5:30 P.M.	Duncan Public Schools Administration Office 1740 W Spruce Duncan, OK 73533
EMERGENCY MEETING				
CANCELED MEETING				
CONTINUED MEETING				
RECONVENED MEETING				
RESCHEDULED MEETING				

STATE OF OKLAHOMA
 STEPHENS COUNTY
 REC'D & FILED
 2024
 APR 25 PM 2:35
 JERRY MOORE
 COUNTY CLERK
 DEPUTY

REMARKS: Special Board Meeting of the Duncan Public Schools Board of Education
 Monday, May 6, 2024 at 5:30 P.M.
 Duncan Public Schools Administration Office
 1740 W Spruce
 Duncan, OK 73533

NAME OF PERSON REPORTING & DATE: Kelly Henderson

04/25/2024

TITLE: Board Clerk, Duncan Public Schools Board of Education

SIGNATURE: *Kelly Henderson*



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4. Proposed **Executive Session** to discuss: (a) Pursuant to 25 O.S. § 307 (B)(1) Retirements, resignations, employment, contract changes, and extra-duty contract changes as listed on Schedule A, inclusive.

Vote to convene or not convene into Executive Session

5. Vote to acknowledge the Board's **return to Open Session**

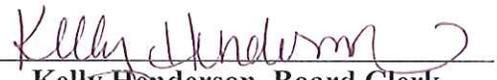
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6. Discussion and possible action regarding retirements, resignations, employment, contract changes, and extra-duty contract changes as listed on **Schedule A** attached

7. Vote to **Adjourn**

The Agenda for this Special Meeting of May 6, 2024 was posted on the front window of the Administration Building at 1740 W. Spruce, Duncan, OK on May 2, 2024 at 1:00 P.M.

Posted by


Kelly Henderson, Board Clerk

SCHEDULE A
05/06/24

RETIREMENT				
Last Name	First Name	Site/Assignment	Years of Service	Effective
Smith	Carrie	Cafeteria - Server/Helper	17	5/24/2024

RESIGNATIONS				
Last Name	First Name	Site/Assignment	Years of Service	Effective
Blalock	Sidni	MT/Art Teacher	-	4/23/2024
Glasscock	Christy	DMS/Secondary Principal	18	6/30/2024
McFatrige	Hope	DHS/Special Education Teacher	9	5/24/2024
Morphew	Heather	HM/4th grade Teacher	12	5/24/2024
Ryan	Mike	DMS/Assistant Secondary Principal	2	6/20/2024
Selter	Megan	HM/Kindergarten Teacher	3	5/24/2024
Grigsby	Michelle	Cafeteria - Server/Helper	-	4/29/2024

EMPLOYMENT				
Last Name	First Name	New Position	Pending	Contract
		Secondary Principal (2024-25)	Background	Admin

ADJUNCT TEACHERS				
Last Name	First Name	Position	Site	

CONTRACT CHANGES				
Last Name	First Name	Site Assignment	Effective	
Kelly	Kevin	from 11 mo Assistant Principal to 12 mo Athletic Director	7/1/2024	

EXTRA-DUTY CONTRACT CHANGES				
Last Name	First Name	New Position		
Dotson	Jordan	add MS Head Baseball		



DUNCAN PUBLIC SCHOOLS - BOARD OF EDUCATION
BOARD AGENDA ITEM

Any person(s) requesting an item to be placed on the agenda must complete this form and any other forms necessary and file it with an Assistant Superintendent no later than noon on the Tuesday prior to the meeting. Regularly scheduled meetings are held on the 2nd Tuesday of each month. Meeting dates can be found at www.duncanps.org. The Superintendent and/or Board President will make the final determination as to whether a request will be on the agenda.

School/Club/Department: High School / Athletics / Central Office

Vendor Requested: _____

Item Request Description: NEW VIDEO SCOREBOARD & SOUND
EQUIPMENT AT HALIBURTON STADIUM

Dollar Amount Requested (if applicable): \$339856.0

Fund Requested: Activity Fund (donations) + 86 - Insurance Fund

Budget/Activity Account Requested: 000 - District

Kelly Hendon
Signature of Requestor/Principal

05/02/2024
Date

Signature of Budget Director
[Signature]
Signature of Assistant Superintendent

Date
5/2/24
Date



TRENDS Requisition Form

FY 23-24 FUND 86 - Insurance Fund

VENDOR NAME & ADDRESS DIGITAL SCOREBOARDS, LLC

VENDOR PHONE & FAX 888-738-4230

DESCRIPTION/PURPOSE OF ITEM OR SERVICE VIDEO SCOREBOARD & SOUND EQUIPMENT AT HALIBURTON STADIUM

Quantity	Item Number	Description	Unit Price	Amount
1		NEW SCOREBOARD	339,856.00	339,856.00
1		DONATIONS	-239,856.00	-239,856.00
				0.00
				0.00
				0.00
				0.00
			Shipping	0.00

TOTAL AMOUNT REQUESTED \$ \$ 100,000.00

YR	FUND	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE
4	86	000	2620	653	800	0000	000	705

LIST QUOTES IN ORDER ATTACHED TO THIS REQUISITION FORM:

Vendor	Amount
1.	
2.	
3.	

REQUESTOR/SITE: Kelly Hendon

DATE: 05/02/2024

BUDGET APPROVER: [Signature]

DATE: _____

CHANNA BYERLY: [Signature]

DATE: 5/2/24



DUNCAN PUBLIC SCHOOLS
PO BOX 1548
DUNCAN, OK 73534-1548
PHONE: 580-255-0686 FAX: 580-252-2453

ACTIVITY FUND PURCHASE ORDER REQUISITION AUTHORIZATION

FY 23-24 ACTIVITY FUND ACCOUNT NUMBER: _____

VENDOR NAME: DIGITAL SCOREBOARDS, LLC

VENDOR ADDRESS: 219 S. MAIN STREET, COLUMBIA, IL 62236

VENDOR PHONE & FAX NUMBERS: 888-738-4230 or 941-204-4193

DESCRIPTION/PURPOSE OF ITEM(S) OR SERVICE: VIDEO SCOREBOARD & SOUND EQUIPMENT AT HALIBURTON STADIUM

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		NEW SCOREBOARD	339,856.00	339,856.00
1		OTHER	-100,000.00	-100,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
SHIPPING				
TOTAL PURCHASE				\$ 239,856.00

** If single item to purchase is equal to or greater than \$7,500.00, please attach at least 3 written quotes.

YR	FUND	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE
	60	800					000	

- Are the requested items to be used for STUDENTS or STAFF or OTHER ?
- Are the requested items to be used in any way for a FUNDRAISER? YES NO
 If yes, has the FUNDRAISER been board approved? YES NO If yes, date of approval: _____

REQUESTED BY: Kelly Hendon DATE: 05/02/2024

PRINCIPAL/ADMINISTRATOR: [Signature] DATE: 5/2/24 7

Haliburton Stadium
Video Board + Sound Equipment Replacement
04/18/2024 4:00 pm

Bidder	Addenda	Affidavits	Bid Surety	Bid Amount
Nerco				358,950 ⁰⁰
Alt 1				↗ in bid package
Alt 2				1,426 ⁰⁰
Alt 3				N/A
Alt 4				in bid package
Digital Scoreboards LLC	✓	✓	✓	339,321 ⁰⁰
Alt 1				51,733 ⁰⁰
Alt 2				525 ⁰⁰
Alt 3				in base bid
Alt 4				in base bid

Bid #1

360,376

Bid #2 *

391,579

Kelch



Notice of Request for Proposal

Halliburton Stadium

Video Board and Sound Equipment Replacement

Bid Date: April 18, 2024

Bid Time: 2:00pm, CDT

Bidder Phone and Email Address

Alex Brewer 314-780-4062 abrewer@nevco.com

Hope Equipment & Construction, Inc., acting as CMAR for Duncan Public Schools Independent School District No. I-1 of Stephens County, Oklahoma, is soliciting sealed proposals for the purchase of a new video board and sound equipment for Halliburton Stadium.

All proposals shall be subject to the terms and conditions, special provisions, specifications and requirements of the school district's Invitation for Request of Proposal.

All bids/proposals must be submitted in a sealed envelope and received at the Duncan Public Schools Central Office by 2:00pm, CDT, on Thursday, April 18, 2024. Bids/proposals received after this date and time will be considered late and unacceptable.

Nevco

Bidder's Company Name

Submit bids to: Board of Education
c/o Ken Shaw
Hope Equipment & Construction, Inc.
Duncan Public Schools
1740 W Spruce Ave
Duncan, OK 73533

Questions regarding this bid/proposal may be directed to Ken Shaw, Hope Equipment & Construction, Inc., CMAR, at ken@gotilley.com. Or by phone at 580-467-5402

Duncan Public Schools reserves the right to reject any or all bids/proposals or waive any irregularity, technicality, or informality in any bid.

Duncan Public Schools is an equal opportunity employer.

Nevco

Bidder's Company Name

1. INSTRUCTION TO BIDDERS

1.1 GENERAL

- 1.1.1. All bids/proposals must be completed on the form provided herein. A bidder may submit supplemental written information on its own letterhead or form; however, the terms and conditions of the school district Request for Proposal shall supersede any terms furnished on the bidder's form.
- 1.1.2. All proposals must be submitted in a sealed envelope, clearly marked with the project name and due date in the lower left corner of the envelope. The bidder's company name must be stamped or printed on the exterior of the sealed bid envelope.
- 1.1.3. Responses to this Request for Proposal may be delivered in person or submitted by USPS or another shipper of the bidder's choice. If utilizing the shipper's delivery envelope, all bid responses must be submitted in a properly marked sealed envelope (see 1.1.2.) and submitted inside the shipper's shipping package/container/envelope.
- 1.1.4. By submitting a sealed bid in response to this solicitation, the bidder agrees to the terms of this RFP.
- 1.1.5. All bids must be received at the DPS Central Office by the due date. Late bids/proposals will not be considered.
- 1.1.6. Unless otherwise stated by the bidder on the bid form, pricing must be firm for a period of sixty (60) days. Pricing term requirements beyond sixty (60) days will be specified elsewhere in the solicitation, if applicable.
- 1.1.7. The Bid Form must be completed and signed by the bidder.
- 1.1.8. Bid Guarantee, in the amount of 5% of the bid, (for bids in excess of \$50,000.00) must accompany this bid.
- 1.1.9. Performance, Statutory, and Warranty Bonds (for bids in excess of \$50,000.00) each in the amount of 100% of the contract amount covering faithful performance of the contract, and payment of all obligations arising there under will be required by the Owner. A warranty bond in the amount of 100% of the contract amount covering defective workmanship and materials for a period of one (1) year after acceptance of the project will be required. Premiums for the performance, statutory and warranty bonds included in the proposal.
- 1.1.10. Bidders are strongly encouraged to schedule a site visit to identify the specifics and location of the new video system and controls.
- 1.1.11. The non-collusion statement must be signed and notarized.
- 1.1.12. To be considered, all proposals must be materially responsive.

Nevco

Bidder's Company Name

1.1.13. Bids may be awarded based on the lowest responsible base bid or may be combined with alternates in any order for an aggregate awarded at the school districts discretion. Bids may be rejected in whole or in part. All or nothing bids may be disqualified. Duncan Public Schools reserves the right to make award, in whole or in part, whichever is in its best interest.

1.1.14. The Bidder's Company Name must be printed or stamped on each page of the bid. The bidder must submit all pages of the RFP Document.

1.1.15. All bids must be received between the hours of 8:00am to 4:00pm Monday-Friday, but no later than the deadline indicated on the first page.

2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

2.1.1. Duncan Public Schools. "School District", "Buyer", "Owner", the "District"

2.1.2. Hope Equipment & Construction, Inc. "CMAR", "Construction Manager at Risk", "Construction Manager"

2.1.3. Solicitation. Request for Proposal (RFP)

2.1.4. Bidder. A person, company, or entity submitting a proposal response.

2.1.5. Successful or Awarded Bidder. The person, company, entity, supplier, awarded all or a portion of the bid resulting in the issuance of a purchase order and/or contract.

2.1.6. Substantial Completion. Project will be considered substantially complete when Video Board is fully operational and running for a minimum of 24 consecutive hours.

2.1.7. Terms. Refers to all instructions, general terms and conditions, special provisions, cover page notices and terms, and specifications within the solicitation document.

2.2 GENERAL

2.2.1. Right to Reject. Duncan Public Schools reserves the right to reject any or all bids and waive minor irregularities, informalities, technicalities in the bidding, evaluation and award of this solicitation.

2.2.2. Condition of Goods. All equipment (goods) must be factory new. No reconditioned, remanufactured, used, demo models, or pre-owned shall be permitted or considered.

Nevco

Bidder's Company Name

- 2.2.3. Evaluation. Price, quality, specifications, payment discounts, warranty, travel time for warranty services, service ability, delivery guarantee/time may be determining factors in awarding the bid.
- 2.2.4. Sales Tax. Duncan Public Schools, by statute, is exempted from State Sales Tax and Federal Excise Tax; therefore, all pricing submitted in response to this RFP shall not include taxes.
- 2.2.5. Bid Questions. Any questions, interpretations, changes to specifications or others material changes to the RFP solicitation shall be made by addenda issued Hope Equipment and Construction Inc. Addenda may be transmitted by facsimile, e-mail, or mailed via USPS.
- 2.2.6. Alternates. The specifications provided herein are intended to describe the item(s) solicited; however, said specification are not intended to limit, exclude or take precedence over the manufacturer's specification. Reference to manufacturer's brand name, trade name, information and/or catalog numbers is provided to describe and establish the general quality, functionality, and features of the desired items, but said references are not intended to limit or prohibit bidders from submitting alternates for consideration. A bidder may offer any brand or model for consideration. Any alternate submitted for consideration must meet or exceed the solicitations product specifications. All bids for alternate products must include a copy of the manufacturer's written product literature, information and specification.
- 2.2.7. Bid Deviations. All deviations of bid specification and/or any of the requirements of this solicitation must be clearly stated (written) in the bidder's response.
- 2.2.8. Proposal Expense. There is no expressed or implied obligation for the school district to reimburse any bidder for expenses incurred in preparing bids or any response to the solicitation.
- 2.2.9. Assignment. The successful bidder shall not assign any resulting orders or contract to another party.
- 2.2.10. The school district reserves the right to cancel this solicitation at any time or to not award said solicitations, whole or in part.
- 2.2.11 Exceptions. Except as expressly stated herein, any document, statement, language or crossed out sentences intended to supplement, deviate or modify any provision of this bid shall be grounds for having the bid disqualified.
- 2.2.12. Delivery Charges. No charges for delivery shall be permitted unless expressly included and itemized in the bid, e.g. delivery, shipping, freight, insurance, packaging, handling, carriage, licensing fees, cost of bonds, customer duty, parcel post, express, dunnage, or other related shipping or handling fees.

Nevco

Bidder's Company Name

- 2.2.13. Governing Laws. This bid solicitation and any resulting contracts and/or purchase order and transactions related thereto shall be governed by the Laws of the State of Oklahoma.
- 2.2.14. Non-Collusion. Each Bidder shall ensure that no improper, unethical, or illegal relationships or conflict of interest exist between or among the Bidder, District personnel or board member of the District. Where required, a bidder may be required to submit a non-collusion statement affidavit. Whether affidavit is required or not, the vendor attests, by submission of his/her quote, bid, or proposal, that the proposals made without any previous understanding, agreement or knowledge of the requirements and that said quotation, bid or response is submitted in all respects as fair, without outside control, collusion, fraud or otherwise illegal action.
- 2.2.15. Warranty. Seller warrants that all merchandise will materially conform to the description and applicable specifications and shall be in addition to any standard warranty or service provided by the Seller to the Buyer.
- 2.2.16. Bid Extension. The bidder and the school district, upon mutual agreement, may extend the pricing beyond the date indicated on the request form.
- 2.2.17. Cancellation. Should an awarded bidder fail to fulfill the requirement of the solicitation and its offer, the school district reserves the right to cancel the purchase order and award to another bidder or rebid.
- 2.2.18. Severability. If any provision of this solicitation or resulting purchase order and/or agreement or the application thereof to any person or circumstance is found to be unenforceable or invalid, the remainder of this solicitation and resulting agreements and purchase orders, shall not be affected and provisions of such shall remain enforceable to the extent permitted under Oklahoma law.
- 2.2.19. Open Records. All bid pricing, the solicitation document and submittals, purchase orders, contracts, and information furnished in response to this solicitation shall be a matter of public record subject to the Oklahoma Open Records Act.

2.3. BIDDERS QUALIFICATIONS

The District may use any or all the following criteria in evaluating proposals and use any and all of the following factors in determining whether a bidder is considered to be qualified and responsible.

- 2.3.1. The ability, capacity and skill of the Bidder to perform the contract or provide the services requested;
- 2.3.2. Ability to provide the services and/or furnish goods promptly or within the time frame required;

Nevco
Bidder's Company Name

- 2.3.3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- 2.3.4. Past performance with the school district;
- 2.3.5. Compliance with the laws and ordinances;
- 2.3.6. The sufficiency of the Bidders financial resources;
- 2.3.7. Conformance to the solicitation's product and service specification and requirements, and the quality, availability, adaptability, the products and services the Bidder offers;
- 2.3.8. The Bidders ability to furnish warranty service, local sales and service, and/or maintenance for the products or equipment offered;
- 2.3.9. Delivery offered;
- 2.3.10. Satisfactory completion and submission the bid solicitation package;
- 2.3.11. Ability to furnish alternate products and/or services as required;
- 2.3.12. Firm-fixed pricing as specified;
- 2.3.13. Other factors which are determined to be in the school district's best interest.

2.4. PURCHASE ORDERS AND PAYMENT

- 2.4.1. Purchase Order. All orders pursuant to award of any bid shall be subject to the terms and conditions of the school district's purchase order.
- 2.4.2. Company Name. Purchase orders will be issued to company addresses within the United States.
- 2.4.3. Payment. Duncan Public Schools will issue payment only to the person, company or entity named on the Bid Forms and the same name will be on the purchase order..
- 2.4.4. Receipt of Goods. Payments will be issued only after the purchase order has been approved by the School District's Board of Education, all goods have been satisfactorily received, inspected, and/or substantial completion of the project has occurred. The school district reserves the right to withhold 5% of the total purchase price for all work performed until such work or project is completed and accepted in full.
- 2.4.5. Supplier Application. All bidders may be required to complete a school district supplier application before final award is made to the bidder. Failure to complete and sign a supplier application and furnish a W-9 may result in bid disqualification.
- 2.4.6. Pre-Payment, down payment, and deposits. Will not be permitted or allowed.

Nevco

Bidder's Company Name

2.4.7. Payment Terms. Pursuant to Oklahoma Law, the District shall have at least 45 days for remittance of payment after the receipt of all goods and services and receipt of proper itemized invoice before any interest shall accrue. Furthermore, any late fees or interest on account shall not exceed 10%APR, nor shall fees or interest be paid by the District unless specifically permitted under Oklahoma Statute and in accordance with the Oklahoma Statute, Attorney General Opinion, or the Constitution of the State of Oklahoma. Payment terms of less than 45 days as submitted by the bidder may result in bid disqualification.

2.4.8. Invoices. All invoices must, at a minimum, include the District’s purchase order number, a date, the bidder’s name and address, an itemized description of all furnishing and equipment, quantities, and pricing that match the purchase order.

2.4.9 Notarized Statement. As required by Oklahoma Statute or the school district, the successful bidder will furnish a signed and notarized affidavit for payment of claim, a/k/a, non-kickback statement for any invoice over \$25,000.00.

2.4.10 Currency. U.S. Only

2.5 INSURANCE

2.5.1 General. Where installation and onsite services will be provided by the supplier beyond standing shipping to the school site or school district’s warehouse facility, the following insurance requirements will be enforced. See Special Provisions for other special insurance requirement specific to the project. The contractor shall provide the school district with a copy of the policy or certificate of coverage from the insurance carrier demonstrating proof of insurance and coverage limits. Coverage limits should not be less than those shown below.

2.5.2. Insured. Duncan Public schools shall be named as the “Additional Insured” on the certificate. The contractor must provide certification of insurance within 10 calendar days of the notice of award or receipt of purchase order. A statement must be included that the policy will not be cancelled or non-renewed without giving 30-day written notice to the school district. Cancelled certificates must be submitted to: Duncan Public Schools, 1740 Spruce Ave, Duncan, OK 73533.

2.5.3. Limits. The insurance company issuing the policy shall be licensed and approved to provide insurance coverage in the State of Oklahoma as required by the Oklahoma Insurance Commissioner.

Type of Insurance	Limits of Liability
Workers Compensation	Oklahoma Statutory Benefit

Nevco
Bidder’s Company Name

Commercial General Liability	AM Best Rating of A VII
	1,000,000 per occurrence
	2,000,000 general aggregate
	100,000 damages rented
	5,000 medical expense
	50,000 property damage
Automobile	1,000,000 combined single limit

2.6 FELONY/SEX OFFENDER AND VIOLENT OFFENDER ACTS

2.6.1. General. By signing and submitting a proposal in response to this RFP, the successful bidder certifies that it complies with applicable statutes, whereby contractor shall: (1) not permit any employee or subcontractor to work on school district premises on any basis for work that would otherwise be performed by school district employees if said contractors or subcontractors employee is or has been convicted in this state, the United States or another state of any felony offense unless 10 years has elapsed since the date of the criminal conviction or the employee has received a pardon for the offense; (2) not permit any employee, subcontractor or employee thereof from working on school district property if said persons are currently registered under Oklahoma State Sex Offenders Registration Act or another states sex offender registration system or registered under Marry Rippy Violent Crime Offenders Registration Act.

2.7 NON-DISCRIMINATION

- 2.7.1. Duncan Public Schools is an equal opportunity employer and does not discriminate against any employee or applicants for employment because race, religion, color, sex, National origin, age, disability, or any other basis prohibited by federal and state law.
- 2.7.2. By submitting and signing this solicitation document, the bidder and successful contractor attest that, during the performance of any resulting aware for services or contract, contractor is an equal opportunity employer and will not discriminate based on race, religion, color, sex, national origin, age, disability or any other basis prohibit by federal or state laws. Furthermore, contractor agrees to post all federal and state required notices and advertisements as required by laws.

2.8. APPLICABLE LAWS AND REGULATIONS

Nevco
 Bidder's Company Name

- 2.8.1. The successful contractor agrees to comply with all federal, state, and local laws, ordinances and policies. This requirement shall apply to all workers performing work on school district property and shall include and not be limited to school district policies regarding discrimination, sexual harassment, and tobacco use, to names a few.
- 2.8.2 The successful contractor/bidder agrees to comply, and require its subcontractor to comply, with all Duncan Public Schools Board of Education Policies, applicable to the work being performed and including such policies, but not limited to, the district's tobacco free environment policy, sex offender registration and felony compliance policy, and sexual harassment policy.

3. TECHNICAL REQUIREMENTS

3.1. SCOPE

- 3.1.1. General. Duncan Public Schools is soliciting bids to select a qualified supplier to furnish, deliver, assemble and install a new video board and sound system for Halliburton Stadium.
- 3.1.2. Qualifications. The bidder must have the capacity, capability, resources, and workforce to furnish, assemble and install the equipment in a professional and workman like manner.
- 3.1.3. Design. The awarded bidder must produce shop drawing for approval by the district.

3.2. DELIVERY

- 3.2.1. Transfer of Title. All equipment must be delivered F.O.B. Destination freight pre-paid by seller to Duncan Public Schools, Halliburton Stadium, 1701 W Beech Street, Duncan, OK 73533
- 3.2.2. Installation Costs. All costs for complete delivery and installation must be included in bid.
- 3.2.3. Completion. Installation must be completed no later than date indicated on bid form by bidder.

3.3. INSTALLATION REQUIREMENT

- 3.3.1. Delivery and Installation. As scheduled by the District's project manager or as specified by the contract on the purchase order.
- 3.3.2. Building Access. Stadium is a secure facility. Delivery and storage will occur as coordinated with Project Manager. There is access onto the field through a double gate. Any wider opening required must be coordinated with Project Manager by bidder. (i.e.: if a section of fence must be removed for access, bidder is responsible to remove and re-install fencing.)

Nevco

Bidder's Company Name

- 3.3.3. Off-Loading. Installation personnel will be responsible for off-loading. School district personnel or the Project Manager shall not be required to assist installation personnel in unloading, delivery or installation.
- 3.3.4. Labor and Materials. The successful bidder shall furnish all labor, tools, material, trucks, vehicles, dollies, lift-trucks, carts, and necessary hardware for the full and complete installation of the video board and sound system.
- 3.3.5. Damage. All successful bidders shall be liable and responsible for repairing and/or paying for repairs necessary to covered damages to the District's building, property, contents or personal property of the District's employee, patrons, or contractors caused by the bidder's installation.
- 3.3.6. Staging. Installation shall be staged in the area and according to the directions furnished by the Project Manager.
- 3.3.7. Packing Material, Dunnage and Debris. The bidder's installer shall be responsible for the removal and disposal of all packing material and dunnage. Duncan Public Schools waste containers shall not be used for disposal of the packing material.
- 3.3.8. Clean-up. The bidder's install shall leave the worksite in a broom clean manner at the end of each day and upon completion of the installation.
- 3.3.9. Product Binder. At the completion of the project, the successful bidder shall furnish the District with two binders. The binders shall include a list of products furnished and the quantities, installation dates, a copy of the purchase order, invoice and a printed copy of the manufacturer's warranty for each item purchased.
- 3.3.10. Damaged Goods. The successful bidders shall furnish and replace any defective or damaged equipment with 30 days after acceptance of the claim.

3.4 WARRANTY

- 3.4.1. Title. By submitting a bid, the bidder warrants that he/she as the "seller" will deliver to the Duncan Public Schools, the "buyer" title to the goods free and clear of all security interest, liens, charges, restriction or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship and goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specification thereof contained in the buyer's RFP and purchase order. The purpose for which they are purchased, and goods shall be merchantable.

Nevco

Bidder's Company Name

- 3.4.2. Extended Warranties. All extended warranties and service agreements must include parts and labor. All parts must be OEM. No used, pre-owned or refurbished parts shall be permitted. All required deductibles must be specified and included in the bid response.
- 3.4.3. Implied Warranty of Merchantability and Fitness. All merchandise furnished shall contain an implied warranty of merchantability and fitness for intended use. Any submission taking exception to this requirement may result in bid disqualification
- 3.4.4 Manufacturer's Standard Warranty. Whether stated on the purchase order or not, all manufacturer's standard warranties shall apply to all goods purchased by the District.

4. SPECIAL PROVISIONS

4.1 Project Coordination

Delivery, scheduling, and installation of all fixtures and equipment associated with this project will be under the responsibility of Ken Shaw, CMAR. Mr. Shaw will coordinate all aspects of the project after it has been awarded.

4.2 Bid Pricing and Award

4.2.1 Criteria. The bid will be evaluated based on the factors of responsiveness to the RFP, price discounts, product lines, specification, delivery schedule/time, warranty length and terms, availability of finishes and colors, and qualification of the bidder.

4.2.2 All or Nothing Award. All or nothing bids will not be considered. The district may award this bid in whole or in part. If it is in the best interest of the district, an aggregate or lump sum method of award may be used for any or all of the category or items.

4.2.3. Award Date. This bid may be awarded in whole or in part by the Duncan Public Schools Board of Education as early as April 2024.

4.2.4. All substitutions and/or alternates must meet or exceed the specifications and conform in function and design accordingly.

4.3 Specification

4.3.1. General Specification. Where brand and models are specified herein, general specifications of the product have been provided; however, the specification provided herein shall not be deemed to be the complete and exhaustive representation of each manufacture's specification.

4.3.2. Approval Equal Determination. Determination of alternates as "Approved Equals" may not be determined solely on the product specification provided herein. The District may use

Nevco

Bidder's Company Name

other product information, specifications, resources available from the “brand specified” manufacturer or as available on the Internet, catalogs, or product literature.

4.3.2. Approval Equal Determination. Determination of alternates as “Approved Equals” may not be determined solely on the product specifications provided herein. The District may use other product information, specifications, and resources available from the “brand specified” manufacturer or as available on the Internet, catalogs, or product literature.

4.3.3 Samples. The District may require a bidder to provide samples, including but not limited to, color swatches, surface and material samples, etc. The cost for furnishing the samples shall be the bidder’s responsibility. If samples are required, The District will request the samples after the bids have been received.

4.4 Bid Questions and Changes to Bid Solicitation

4.4.1 Communication. All communication regarding this bid solicitation must be made only through Hope Equipment and Construction Inc., Ken Shaw, ken@gotilley.com or 580-467-5402. Failure to comply with this requirement is grounds for bid disqualification.

4.4.2. Bid Questions. All questions regarding the terms and conditions of this solicitation or specifications must be submitted in writing to Ken Shaw, CMAR, ken@gotilley.com. Bid questions must be received by 4:00pm on April 12, 2024. Questions received after this date may not be answered.

4.4.3. Verbal Changes. Invalid

4.4.4. Addenda. All questions of material relevance, changes or clarifications will be communicated in the form of an Addendum issued to all bidders who requested a bid packet. Bidders must acknowledge receipt of addendum and email confirmation to Hope Equipment and Construction Inc. The person named on the returned RFP shall be the official contract person for the company. All communication relating to the solicitation will be sent to this person.

4.4.5 Unless otherwise noted, all addenda will be sent electronically by email.

4.4.6 Delivery of Proposals. The District is not responsible for information that is lost, stolen, delivered in error, misplaced by mail, shipper, email, courier or other means.

4.5 Submittals

The bid response must include the following:

4.5.1. Cover Page. Completed, signed, and notarized cover page of the bid solicitation.

4.5.2 Entire RFP Solicitation. All pages of the bid solicitation with the bidder’s name on each page.

Nevco

Bidder’s Company Name

- 4.5.3. Business Relationship Affidavit. A signed and notarized business relationship affidavit.
- 4.5.4 Bid Form. Completed bid form and all pricing pages.
- 4.5.5 Specifications. Manufacturer's specifications for all alternate brand and models must be submitted with the proposal.
- 4.5.6. Warranty. Manufacturer's statement of warranties for all products must be include.
- 4.5.7. References. Furnish with the proposal
- 4.5.8. Installer Profile/Information. Furnish with Proposal
- 4.5.9. Insurance Certificate. Furnish a copy of current insurance certificate. Failure to provide proof of insurance could result in disqualification.

5. Product Specifications

5.1 Video Board

- 5.1.1. Proposed video display must meet these specifications at a minimum.
- 5.1.2. Preferred Manufacturer's are: Watchfire, Nevco, Daktronics, ScoreVision and Samsung.
- 5.1.3. 15mm display quality. Line/Column Spacing: 0.60" (15.24mm)
- 5.1.4. Digital Display: 26' x 16'-10mm-864x480; 414,720 Total Pixels; 10,125 NIT-Ultra High Output Brightness.
- 5.1.5. Truss: 29' x 4' Arched or Squared Truss with 4' x 4' backlit Logo
- 5.1.6. Scoreboard (HxW): 8' x18' LED Scoreboard
- 5.1.7. DOG Clocks: 4' x 4' LED Delay of Game Clocks
- 5.1.8. Fiber Convertors & Fiber Enclosure: Single Mode Fiber Convertors and All-Weather Fiber Enclosure.
- 5.1.9. Control System: ≥ 14 bit (281 trillion colors)
- 5.1.10 Dimming: 256 levels
- 5.1.11 Calibration: Full depth, LED to LED
- 5.1.12. LED Refresh Rate: ≥ 3840 Hz
- 5.1.13 LED Lifetime: 100,000 hours
- 5.1.14 Calibrated Intensity: Minimum 8500 nits (cd/m²)

Nevco

Bidder's Company Name

- 5.1.15 Viewing Angles: 160 degrees horizontal, +25 degree/-40degree vertical
- 5.1.16. Service Access: Front or Rear
- 5.1.17. Cabinet Depth: 11.0625" (281mm). As built drawing of structure is available upon request.
- 5.1.18. Cabinet Construction: Aluminum and Steel (corrosion resistant)
- 5.1.19. Ingress Protection Rating: IP-66 Components
- 5.1.20 -40 degree to 122 Fahrenheit
- 5.1.21 Communication: Fiber Optic (50/125 pm multi-modal)
- 5.1.22. 10% attic stock is required to be delivered to Duncan Public Schools and kept on site at Halliburton Stadium to be used at District's discretion for repair and maintenance.
- 5.1.24. Any deviation from the above specifications must be highlighted and will be considered during selection process.

5.5 Locker Room Clocks

- 5.5.1. 1 locker room clock is to be bid as an alternate. District to provide required power at location desired, bidder to provide control wiring and mounting hardware.

5.6. Local Service Contract & Warranty Service

- 5.6.1 Digital Warranty-11-year parts/ 5-year onsite labor (excludes lift, if no catwalks): 24/7/365 live diagnostics monitoring with full redundancy; 3% onsite spare parts; 7 day per week in-house support & tech.
- 5.6.2. 5-year manufacturer's parts/ 1-year onsite labor.

Nevco

Bidder's Company Name

Delivery and Installation

Identify the names and address of your company’s authorized installer and local service provider. Note: the terms and conditions of this solicitation shall be enforced and required of the supplier and its subcontractors and/or independent contractors, e.g. insurance requirements.

Installer’s Company

Name MER Signs
Contact Mike Rosciglione
Address 1700 N Belt East
Phone 618-234-4450
Email mersigns001@gmail.com

Local Service Provider

Name MER Signs
Contact Mike Rosciglione
Address 1700 N Belt East
Phone 618-234-4450
Email mersigns001@gmail.com

Nevco
Bidder’s Company Name

References

Furnish three (3) public school project reference that your company has completed within the past two (2) years involving the installing of video boards.

Project 1.

Name of School District Poteau Public Schools

Address, City, State, Zip 100 Mockingbird Lane Poteau OK 74953

School's Project Manager John Turner

Project Manager's Phone 918-647-7716

Project Manager's Email turnerj@phs.poteau.k12.ok.us

Scope of Project Outdoor Football Video Project

Date of Project Completion Fall of 2022

Size of Project (dollar amount) \$228,000

Project 2.

Name of School District New Caney ISD

Address, City, State, Zip 21580 Loop 494 New Caney TX 77357

School's Project Manager Jim Holley

Project Manager's Phone 713-715-9897

Project Manager's Email jholley@newcaneyisd.org

Scope of Project Outdoor Football Video Project

Date of Project Completion Summer of 2023

Size of Project (dollar amount) \$800,000

Three Hundred and fifty eight thousand, nine hundred and fifty

Nevco
Bidder's Company Name

Project 3.

Name of School District Fort Hayes State University

Address, City, State, Zip 600 Park Street Hayes KS 67601

School's Project Manager Matt Cook

Project Manager's Phone 785-628-4429

Project Manager's Email mjcook8@fhsu.edu

Scope of Project Outdoor Football Video Project

Date of Project Completion Fall of 2017

Size of Project (dollar amount) \$460,000

Bidder's Project Manager for Installation

Please furnish name, phone number, and email address of the project manager who will be assigned to lead the installing of video project board.

Project Manager Name MER Signs

Phone Number 618-234-4450

Email Address mersigns001@gmail.com

Nevco
Bidder's Company Name

BID FORM

THE PROJECT AND THE PARTIES

To: CMAR

Hope Equipment & Construction, Inc.

5701 N Hwy 81

Duncan, OK 73533

On Behalf of: Owner

Duncan Public Schools

1740 W Spruce Ave

Duncan, OK 73533

For: Project

Halliburton Stadium Video Board and Sound Replacement

Date: 04/15/2024 (Bidder to enter date)

Submitted by: (Bidder to enter name and address)

Bidder's Full Name Nevco

Address 301 E Harris Ave

City, State, Zip Greenville IL 62246

Offer:

Having examined the work and all matters referred to in the Request for Proposal for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to remove the existing digital score board, provide and install a new video board, video configuration control system, and to provide a 1-year local warranty service as described in the product specification for the sum of:

Base Bid (including bonds):

Three hundred and fifty eight thousand, nine hundred and fifty Dollars

\$ 358,950

Base Bid Calendar Days

Nevco

Bidder's Company Name

TBD

Days

Completion Date TBD

CLARIFICATIONS (to be filled out by bidder)

Manufacturer Nevco

Display Quality 10mm

Line/Column Spacing 10mm (0.39")

Pixel Configuration 864 x 480

Module Configuration 9 modules wide by 5 modules tall

Module Dimensions 3.15' x 3.15' Overall Display Size 28.35 x 15.75

Display Weight 3375 lbs

Processing 14 bit

Color Capacity 281 trillion colors

Dimming 0-255 (256 levels)

Calibration Full Depth

LED Refresh Rate 3840 Hz

LED Lifetime 100,000 hrs

Calibrated Intensity 6,000- 10,000 nits

Viewing Angle 170 def. horizontal, 110 deg. vertical

Service Access front and rear

Cabinet Depth 102mm (4")

Cabinet Construction Aluminum

Ingress Protection Rating IP66

Temperature Tolerance Operating temp -22 deg. F to 122 deg F

Communication Mode Fiber Optic or Ethernet

Control of existing play clocks (Y/N) N

Control of existing static board (Y/N) N

Notes/Clarifications New Scoreboard and Play Clocks Included

Nevco

Bidder's Company Name

Add Alternate No. 1: Removal and replacement of stadium speaker system

-Include in Bid package _____ Dollars

\$ _____

Clarifications (to be filled out by bidder).

Manufacturer _____

Model Number _____

Installation Location _____

Speaker Components _____

Narrative _____

Add Alternate No. 2: Provide and Install Locker Room Clock in Football Home Locker Room

Forteen hundred and twenty six _____ Dollars

\$ 1,426 _____

Clarifications (to be filled out by bidder).

Manufacturer Nevco _____

Model Number 9715-P _____

Physical size 14.25in x 10.25in x 1.5in _____

Components Receiver Included _____

Narrative Locker room clock and receiver to connect to controller.

Add Alternate No. 3: Video Board Control Mobile App

N/A _____ Dollars

Nevco
Bidder's Company Name

\$ N/A

Clarifications (to be filled out bidder).

Name of App N/A

Required Operating System N/A

Add Alternate No. 4: 5-year Local Service Contract, Starting Year Two

-Include in Bid package _____ Dollars
\$ _____

Clarifications (to be filled out by bidder).

Local Provider _____

Contact Name _____

Phone Number _____

Email _____

Narrative of service and how service is requested by District _____

Acceptance:

The owner may elect to proceed with any combination of the Base Bid and Add Alternates. Determination of best responsive bidder may take owners selection of Individual Items into consideration. The Owner reserves the right to reject any or all bids and waive any irregularities.

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.

If this bid is accepted by Owner within the time period state above, we will:

1. Execute the Agreement within seven (7) days of receipt of acceptance of this bid.

Nevco
Bidder's Company Name

2. Furnish the required bonds within ten (10) days of receipt of acceptance of this bid.
3. Commence work within seven (7) days after written Notice to proceed of the bid.

If this bid is accepted in within the time stated, and we fail to commence the Work or we fail to provide the required Bond, the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and bid upon which a Contract is signed.

In the even our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provision of the Instruction to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

Contract Time

If this bid is accepted, we will:

1. Complete the work by the date listed with our base bid.
2. Weather Delays: if adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction and shall be submitted to the Architect and Owner for consideration within 48 hours of the occurrence.

Addenda

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Bid Form Attachments

Nevco
Bidder's Company Name

The following Attachments are included with this Bid From and are considered an integral part of the Bid.

1. Bid Security
2. Non-Collusion Affidavit
3. Felony Free Affidavit
4. Business Relationship Affidavit
5. Asbestos Free Form
6. Non-Kickback Affidavit
7. Statement of Non-Debarment

Bid Form Signatures

Corporate Seal of Nevco
Bidder (print) Alex Brewer
Witnessed By (Notary Public) Renee Paul
Date Witnessed 4/15/2024
Notary Signature Renee Paul
Notary Seal



Type text here

Nevco
Bidder's Company Name

Haliburton Stadium
Video Board + Sound Equipment Replacement
04/18/2024 @ 12:00 pm

Bidder	Addenda	Affidavits	Bid Surety	Bid Amount
Nerco				358,950 ⁰⁰
AIT 1				↗ in bid package
AIT 2				1,426 ⁰⁰
AIT 3				N/A
AIT 4				in bid package
Digital Scoreboards LLC	✓	✓	✓	339,321 ⁰⁰
AIT 1				51,733 ⁰⁰
AIT 2				525 ⁰⁰
AIT 3				in base bid
AIT 4				in base bid

Bid #1

360,376

Bid #2 *

391,579

Kelch



Notice of Request for Proposal

Halliburton Stadium

Video Board and Sound Equipment Replacement

Bid Date: April 18, 2024

Bid Time: 2:00pm, CDT

Bidder Phone and Email Address

Hope Equipment & Construction, Inc., acting as CMAR for Duncan Public Schools Independent School District No. I-1 of Stephens County, Oklahoma, is soliciting sealed proposals for the purchase of a new video board and sound equipment for Halliburton Stadium.

All proposals shall be subject to the terms and conditions, special provisions, specifications and requirements of the school district's Invitation for Request of Proposal.

All bids/proposals must be submitted in a sealed envelope and received at the Duncan Public Schools Central Office by 2:00pm, CDT, on Thursday, April 18, 2024. Bids/proposals received after this date and time will be considered late and unacceptable.

Digital Scoreboards, LLC

Bidder's Company Name

Submit bids to: Board of Education
c/o Ken Shaw
Hope Equipment & Construction, Inc.
Duncan Public Schools
1740 W Spruce Ave
Duncan, OK 73533

Questions regarding this bid/proposal may be directed to Ken Shaw, Hope Equipment & Construction, Inc., CMAR, at ken@gotilley.com. Or by phone at 580-467-5402

Duncan Public Schools reserves the right to reject any or all bids/proposals or waive any irregularity, technicality, or informality in any bid.

Duncan Public Schools is an equal opportunity employer.

1. INSTRUCTION TO BIDDERS

1.1 GENERAL

- 1.1.1. All bids/proposals must be completed on the form provided herein. A bidder may submit supplemental written information on its own letterhead or form; however, the terms and conditions of the school district Request for Proposal shall supersede any terms furnished on the bidder's form.
- 1.1.2. All proposals must be submitted in a sealed envelope, clearly marked with the project name and due date in the lower left corner of the envelope. The bidder's company name must be stamped or printed on the exterior of the sealed bid envelope.
- 1.1.3. Responses to this Request for Proposal may be delivered in person or submitted by USPS or another shipper of the bidder's choice. If utilizing the shipper's delivery envelope, all bid responses must be submitted in a properly marked sealed envelope (see 1.1.2.) and submitted inside the shipper's shipping package/container/envelope.
- 1.1.4. By submitting a sealed bid in response to this solicitation, the bidder agrees to the terms of this RFP.
- 1.1.5. All bids must be received at the DPS Central Office by the due date. Late bids/proposals will not be considered.
- 1.1.6. Unless otherwise stated by the bidder on the bid form, pricing must be firm for a period of sixty (60) days. Pricing term requirements beyond sixty (60) days will be specified elsewhere in the solicitation, if applicable.
- 1.1.7. The Bid Form must be completed and signed by the bidder.
- 1.1.8. Bid Guarantee, in the amount of 5% of the bid, (for bids in excess of \$50,000.00) must accompany this bid.
- 1.1.9. Performance, Statutory, and Warranty Bonds (for bids in excess of \$50,000.00) each in the amount of 100% of the contract amount covering faithful performance of the contract, and payment of all obligations arising there under will be required by the Owner. A warranty bond in the amount of 100% of the contract amount covering defective workmanship and materials for a period of one (1) year after acceptance of the project will be required. Premiums for the performance, statutory and warranty bonds included in the proposal.
- 1.1.10. Bidders are strongly encouraged to schedule a site visit to identify the specifics and location of the new video system and controls.
- 1.1.11. The non-collusion statement must be signed and notarized.
- 1.1.12. To be considered, all proposals must be materially responsive.

- 1.1.13. Bids may be awarded based on the lowest responsible base bid or may be combined with alternates in any order for an aggregate awarded at the school districts discretion. Bids may be rejected in whole or in part. All or nothing bids may be disqualified. Duncan Public Schools reserves the right to make award, in whole or in part, whichever is in its best interest.
- 1.1.14. The Bidder's Company Name must be printed or stamped on each page of the bid. The bidder must submit all pages of the RFP Document.
- 1.1.15. All bids must be received between the hours of 8:00am to 4:00pm Monday-Friday, but no later than the deadline indicated on the first page.

2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

- 2.1.1. Duncan Public Schools. "School District", "Buyer", "Owner", the "District"
- 2.1.2. Hope Equipment & Construction, Inc. "CMAR", "Construction Manager at Risk", "Construction Manager"
- 2.1.3. Solicitation. Request for Proposal (RFP)
- 2.1.4. Bidder. A person, company, or entity submitting a proposal response.
- 2.1.5. Successful or Awarded Bidder. The person, company, entity, supplier, awarded all or a portion of the bid resulting in the issuance of a purchase order and/or contract.
- 2.1.6. Substantial Completion. Project will be considered substantially complete when Video Board is fully operational and running for a minimum of 24 consecutive hours.
- 2.1.7. Terms. Refers to all instructions, general terms and conditions, special provisions, cover page notices and terms, and specifications within the solicitation document.

2.2 GENERAL

- 2.2.1. Right to Reject. Duncan Public Schools reserves the right to reject any or all bids and waive minor irregularities, informalities, technicalities in the bidding, evaluation and award of this solicitation.
- 2.2.2. Condition of Goods. All equipment (goods) must be factory new. No reconditioned, remanufactured, used, demo models, or pre-owned shall be permitted or considered.

- 2.2.3. Evaluation. Price, quality, specifications, payment discounts, warranty, travel time for warranty services, service ability, delivery guarantee/time may be determining factors in awarding the bid.
- 2.2.4. Sales Tax. Duncan Public Schools, by statute, is exempted from State Sales Tax and Federal Excise Tax; therefore, all pricing submitted in response to this RFP shall not include taxes.
- 2.2.5. Bid Questions. Any questions, interpretations, changes to specifications or others material changes to the RFP solicitation shall be made by addenda issued Hope Equipment and Construction Inc. Addenda may be transmitted by facsimile, e-mail, or mailed via USPS.
- 2.2.6. Alternates. The specifications provided herein are intended to describe the item(s) solicited; however, said specification are not intended to limit, exclude or take precedence over the manufacturer's specification. Reference to manufacturer's brand name, trade name, information and/or catalog numbers is provided to describe and establish the general quality, functionality, and features of the desired items, but said references are not intended to limit or prohibit bidders from submitting alternates for consideration. A bidder may offer any brand or model for consideration. Any alternate submitted for consideration must meet or exceed the solicitations product specifications. All bids for alternate products must include a copy of the manufacturer's written product literature, information and specification.
- 2.2.7. Bid Deviations. All deviations of bid specification and/or any of the requirements of this solicitation must be clearly stated (written) in the bidder's response.
- 2.2.8. Proposal Expense. There is no expressed or implied obligation for the school district to reimburse any bidder for expenses incurred in preparing bids or any response to the solicitation.
- 2.2.9. Assignment. The successful bidder shall not assign any resulting orders or contract to another party.
- 2.2.10. The school district reserves the right to cancel this solicitation at any time or to not award said solicitations, whole or in part.
- 2.2.11 Exceptions. Except as expressly stated herein, any document, statement, language or crossed out sentences intended to supplement, deviate or modify any provision of this bid shall be grounds for having the bid disqualified.
- 2.2.12. Delivery Charges. No charges for delivery shall be permitted unless expressly included and itemized in the bid, e.g. delivery, shipping, freight, insurance, packaging, handling, carriage, licensing fees, cost of bonds, customer duty, parcel post, express, dunnage, or other related shipping or handling fees.

- 2.2.13. Governing Laws. This bid solicitation and any resulting contracts and/or purchase order and transactions related thereto shall be governed by the Laws of the State of Oklahoma.
- 2.2.14. Non-Collusion. Each Bidder shall ensure that no improper, unethical, or illegal relationships or conflict of interest exist between or among the Bidder, District personnel or board member of the District. Where required, a bidder may be required to submit a non-collusion statement affidavit. Whether affidavit is required or not, the vendor attests, by submission of his/her quote, bid, or proposal, that the proposals made without any previous understanding, agreement or knowledge of the requirements and that said quotation, bid or response is submitted in all respects as fair, without outside control, collusion, fraud or otherwise illegal action.
- 2.2.15. Warranty. Seller warrants that all merchandise will materially conform to the description and applicable specifications and shall be in addition to any standard warranty or service provided by the Seller to the Buyer.
- 2.2.16. Bid Extension. The bidder and the school district, upon mutual agreement, may extend the pricing beyond the date indicated on the request form.
- 2.2.17. Cancellation. Should an awarded bidder fail to fulfill the requirement of the solicitation and its offer, the school district reserves the right to cancel the purchase order and award to another bidder or rebid.
- 2.2.18. Severability. If any provision of this solicitation or resulting purchase order and/or agreement or the application thereof to any person or circumstance is found to be unenforceable or invalid, the remainder of this solicitation and resulting agreements and purchase orders, shall not be affected and provisions of such shall remain enforceable to the extent permitted under Oklahoma law.
- 2.2.19. Open Records. All bid pricing, the solicitation document and submittals, purchase orders, contracts, and information furnished in response to this solicitation shall be a matter of public record subject to the Oklahoma Open Records Act.

2.3. BIDDERS QUALIFICATIONS

The District may use any or all the following criteria in evaluating proposals and use any and all of the following factors in determining whether a bidder is considered to be qualified and responsible.

- 2.3.1. The ability, capacity and skill of the Bidder to perform the contract or provide the services requested;
- 2.3.2. Ability to provide the services and/or furnish goods promptly or within the time frame required;

- 2.3.3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder
- 2.3.4. Past performance with the school district;
- 2.3.5. Compliance with the laws and ordinances;
- 2.3.6. The sufficiency of the Bidders financial resources;
- 2.3.7. Conformance to the solicitation's product and service specification and requirements, and the quality, availability, adaptability, the products and services the Bidder offers;
- 2.3.8. The Bidders ability to furnish warranty service, local sales and service, and/or maintenance for the products or equipment offered;
- 2.3.9. Delivery offered;
- 2.3.10. Satisfactory completion and submission the bid solicitation package;
- 2.3.11. Ability to furnish alternate products and/or services as required;
- 2.3.12. Firm-fixed pricing as specified;
- 2.3.13. Other factors which are determined to be in the school district's best interest.

2.4. PURCHASE ORDERS AND PAYMENT

- 2.4.1. Purchase Order. All orders pursuant to award of any bid shall be subject to the terms and conditions of the school district's purchase order.
- 2.4.2. Company Name. Purchase orders will be issued to company addresses within the United States.
- 2.4.3. Payment. Duncan Public Schools will issue payment only to the person, company or entity named on the Bid Forms and the same name will be on the purchase order..
- 2.4.4. Receipt of Goods. Payments will be issued only after the purchase order has been approved by the School District's Board of Education, all goods have been satisfactorily received, inspected, and/or substantial completion of the project has occurred. The school district reserves the right to withhold 5% of the total purchase price for all work performed until such work or project is completed and accepted in full.
- 2.4.5. Supplier Application. All bidders may be required to complete a school district supplier application before final award is made to the bidder. Failure to complete and sign a supplier application and furnish a W-9 may result in bid disqualification.
- 2.4.6. Pre-Payment, down payment, and deposits. Will not be permitted or allowed.

2.4.7. Payment Terms. Pursuant to Oklahoma Law, the District shall have at least 45 days for remittance of payment after the receipt of all goods and services and receipt of proper itemized invoice before any interest shall accrue. Furthermore, any late fees or interest on account shall not exceed 10%APR, nor shall fees or interest be paid by the District unless specifically permitted under Oklahoma Statute and in accordance with the Oklahoma Statute, Attorney General Opinion, or the Constitution of the State of Oklahoma. Payment terms of less than 45 days as submitted by the bidder may result in bid disqualification.

2.4.8. Invoices. All invoices must, at a minimum, include the District’s purchase order number, a date, the bidder’s name and address, an itemized description of all furnishing and equipment, quantities, and pricing that match the purchase order.

2.4.9 Notarized Statement. As required by Oklahoma Statute or the school district, the successful bidder will furnish a signed and notarized affidavit for payment of claim, a/k/a, non-kickback statement for any invoice over \$25,000.00.

2.4.10 Currency. U.S. Only

2.5 INSURANCE

2.5.1 General. Where installation and onsite services will be provided by the supplier beyond standing shipping to the school site or school district’s warehouse facility, the following insurance requirements will be enforced. See Special Provisions for other special insurance requirement specific to the project. The contractor shall provide the school district with a copy of the policy or certificate of coverage from the insurance carrier demonstrating proof of insurance and coverage limits. Coverage limits should not be less than those shown below.

2.5.2. Insured. Duncan Public schools shall be named as the “Additional Insured” on the certificate. The contractor must provide certification of insurance within 10 calendar days of the notice of award or receipt of purchase order. A statement must be included that the policy will not be cancelled or non-renewed without giving 30-day written notice to the school district. Cancelled certificates must be submitted to: Duncan Public Schools, 1740 Spruce Ave, Duncan, OK 73533.

2.5.3. Limits. The insurance company issuing the policy shall be licensed and approved to provide insurance coverage in the State of Oklahoma as required by the Oklahoma Insurance Commissioner.

Type of Insurance	Limits of Liability
Workers Compensation	Oklahoma Statutory Benefit

Digital Scoreboards, LLC

Bidder’s Company Name

Commercial General Liability	AM Best Rating of A VII
	1,000,000 per occurrence
	2,000,000 general aggregate
	100,000 damages rented
	5,000 medical expense
	50,000 property damage
Automobile	1,000,000 combined single limit

2.6 FELONY/SEX OFFENDER AND VIOLENT OFFENDER ACTS

2.6.1. General. By signing and submitting a proposal in response to this RFP, the successful bidder certifies that it complies with applicable statutes, whereby contractor shall: (1) not permit any employee or subcontractor to work on school district premises on any basis for work that would otherwise be performed by school district employees if said contractors or subcontractors employee is or has been convicted in this state, the United States or another state of any felony offense unless 10 years has elapsed since the date of the criminal conviction or the employee has received a pardon for the offense; (2) not permit any employee, subcontractor or employee thereof from working on school district property if said persons are currently registered under Oklahoma State Sex Offenders Registration Act or another states sex offender registration system or registered under Marry Rippy Violent Crime Offenders Registration Act.

2.7 NON-DISCRIMINATION

- 2.7.1. Duncan Public Schools is an equal opportunity employer and does not discriminate against any employee or applicants for employment because race, religion, color, sex, National origin, age, disability, or any other basis prohibited by federal and state law.
- 2.7.2. By submitting and signing this solicitation document, the bidder and successful contractor attest that, during the performance of any resulting aware for services or contract, contractor is an equal opportunity employer and will not discriminate based on race, religion, color, sex, national origin, age, disability or any other basis prohibit by federal or state laws. Furthermore, contractor agrees to post all federal and state required notices and advertisements as required by laws.

2.8. APPLICABLE LAWS AND REGULATIONS

2.8.1. The successful contractor agrees to comply with all federal, state, and local laws, ordinances and policies. This requirement shall apply to all workers performing work on school district property and shall include and not be limited to school district policies regarding discrimination, sexual harassment, and tobacco use, to names a few.

2.8.2 The successful contractor/bidder agrees to comply, and require its subcontractor to comply, with all Duncan Public Schools Board of Education Policies, applicable to the work being performed and including such policies, but not limited to, the district's tobacco free environment policy, sex offender registration and felony compliance policy, and sexual harassment policy.

3. TECHNICAL REQUIREMENTS

3.1. SCOPE

3.1.1. General. Duncan Public Schools is soliciting bids to select a qualified supplier to furnish, deliver, assemble and install a new video board and sound system for Halliburton Stadium.

3.1.2. Qualifications. The bidder must have the capacity, capability, resources, and workforce to furnish, assemble and install the equipment in a professional and workman like manner.

3.1.3. Design. The awarded bidder must produce shop drawing for approval by the district.

3.2. DELIVERY

3.2.1. Transfer of Title. All equipment must be delivered F.O.B. Destination freight pre-paid by seller to Duncan Public Schools, Halliburton Stadium, 1701 W Beech Street, Duncan, OK 73533

3.2.2. Installation Costs. All costs for complete delivery and installation must be included in bid.

3.2.3. Completion. Installation must be completed no later than date indicated on bid form by bidder.

3.3. INSTALLATION REQUIREMENT

3.3.1. Delivery and Installation. As scheduled by the District's project manager or as specified by the contract on the purchase order.

3.3.2. Building Access. Stadium is a secure facility. Delivery and storage will occur as coordinated with Project Manager. There is access onto the field through a double gate. Any wider opening required must be coordinated with Project Manager by bidder. (i.e.: if a section of fence must be removed for access, bidder is responsible to remove and re-install fencing.)

- 3.3.3. Off-Loading. Installation personnel will be responsible for off-loading. School district personnel or the Project Manager shall not be required to assist installation personnel in unloading, delivery or installation.
- 3.3.4. Labor and Materials. The successful bidder shall furnish all labor, tools, material, trucks, vehicles, dollies, lift-trucks, carts, and necessary hardware for the full and complete installation of the video board and sound system.
- 3.3.5. Damage. All successful bidders shall be liable and responsible for repairing and/or paying for repairs necessary to covered damages to the District's building, property, contents or personal property of the District's employee, patrons, or contractors caused by the bidder's installation.
- 3.3.6. Staging. Installation shall be staged in the area and according to the directions furnished by the Project Manager.
- 3.3.7. Packing Material, Dunnage and Debris. The bidder's installer shall be responsible for the removal and disposal of all packing material and dunnage. Duncan Public Schools waste containers shall not be used for disposal of the packing material.
- 3.3.8. Clean-up. The bidder's install shall leave the worksite in a broom clean manner at the end of each day and upon completion of the installation.
- 3.3.9. Product Binder. At the completion of the project, the successful bidder shall furnish the District with two binders. The binders shall include a list of products furnished and the quantities, installation dates, a copy of the purchase order, invoice and a printed copy of the manufacturer's warranty for each item purchased.
- 3.3.10. Damaged Goods. The successful bidders shall furnish and replace any defective or damaged equipment with 30 days after acceptance of the claim.

3.4 WARRANTY

- 3.4.1. Title. By submitting a bid, the bidder warrants that he/she as the "seller" will deliver to the Duncan Public Schools, the "buyer" title to the goods free and clear of all security interest, liens, charges, restriction or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship and goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specification thereof contained in the buyer's RFP and purchase order. The Goods shall in all respects be suitable for the particular purpose for which they are purchased, and goods shall be merchantable.

3.4.2. Extended Warranties. All extended warranties and service agreements must include parts and labor. All parts must be OEM. No used, pre-owned or refurbished parts shall be permitted. All required deductibles must be specified and included in the bid response.

3.4.3. Implied Warranty of Merchantability and Fitness. All merchandise furnished shall contain an implied warranty of merchantability and fitness for intended use. Any submission taking exception to this requirement may result in bid disqualification

3.4.4 Manufacturer's Standard Warranty. Whether stated on the purchase order or not, all manufacturer's standard warranties shall apply to all goods purchased by the District.

4. SPECIAL PROVISIONS

4.1 Project Coordination

Delivery, scheduling, and installation of all fixtures and equipment associated with this project will be under the responsibility of Ken Shaw, CMAR. Mr. Shaw will coordinate all aspects of the project after it has been awarded.

4.2 Bid Pricing and Award

4.2.1 Criteria. The bid will be evaluated based on the factors of responsiveness to the RFP, price discounts, product lines, specification, delivery schedule/time, warranty length and terms, availability of finishes and colors, and qualification of the bidder.

4.2.2 All or Nothing Award. All or nothing bids will not be considered. The district may award this bid in whole or in part. If it is in the best interest of the district, an aggregate or lump sum method of award may be used for any or all of the category or items.

4.2.3. Award Date. This bid may be awarded in whole or in part by the Duncan Public Schools Board of Education as early as April 2024.

4.2.4. All substitutions and/or alternates must meet or exceed the specifications and conform in function and design accordingly.

4.3 Specification

4.3.1. General Specification. Where brand and models are specified herein, general specifications of the product have been provided; however, the specification provided herein shall not be deemed to be the complete and exhaustive representation of each manufacture's specification.

4.3.2. Approval Equal Determination. Determination of alternates as "Approved Equals" may not be determined solely on the product specification provided herein. The District may use

other product information, specifications, resources available from the “brand specified” manufacturer or as available on the Internet, catalogs, or product literature.

4.3.2. Approval Equal Determination. Determination of alternates as “Approved Equals” may not be determined solely on the product specifications provided herein. The District may use other product information, specifications, and resources available from the “brand specified” manufacturer or as available on the Internet, catalogs, or product literature.

4.3.3 Samples. The District may require a bidder to provide samples, including but not limited to, color swatches, surface and material samples, etc. The cost for furnishing the samples shall be the bidder’s responsibility. If samples are required, The District will request the samples after the bids have been received.

4.4 Bid Questions and Changes to Bid Solicitation

4.4.1 Communication. All communication regarding this bid solicitation must be made only through Hope Equipment and Construction Inc., Ken Shaw, ken@gotilley.com or 580-467-5402. Failure to comply with this requirement is grounds for bid disqualification.

4.4.2. Bid Questions. All questions regarding the terms and conditions of this solicitation or specifications must be submitted in writing to Ken Shaw, CMAR, ken@gotilley.com. Bid questions must be received by 4:00pm on April 12, 2024. Questions received after this date may not be answered.

4.4.3. Verbal Changes. Invalid

4.4.4. Addenda. All questions of material relevance, changes or clarifications will be communicated in the form of an Addendum issued to all bidders who requested a bid packet. Bidders must acknowledge receipt of addendum and email confirmation to Hope Equipment and Construction Inc. The person named on the returned RFP shall be the official contract person for the company. All communication relating to the solicitation will be sent to this person.

4.4.5 Unless otherwise noted, all addenda will be sent electronically by email.

4.4.6 Delivery of Proposals. The District is not responsible for information that is lost, stolen, delivered in error, misplaced by mail, shipper, email, courier or other means.

4.5 Submittals

The bid response must include the following:

4.5.1. Cover Page. Completed, signed, and notarized cover page of the bid solicitation.

4.5.2 Entire RFP Solicitation. All pages of the bid solicitation with the bidder’s name on each page.

4.5.3. Business Relationship Affidavit. A signed and notarized business relationship affidavit.

4.5.4 Bid Form. Completed bid form and all pricing pages.

4.5.5 Specifications. Manufacturer's specifications for all alternate brand and models must be submitted with the proposal.

4.5.6. Warranty. Manufacturer's statement of warranties for all products must be include.

4.5.7. References. Furnish with the proposal

4.5.8. Installer Profile/Information. Furnish with Proposal

4.5.9. Insurance Certificate. Furnish a copy of current insurance certificate. Failure to provide proof of insurance could result in disqualification.

5. Product Specifications

5.1 Video Board

5.1.1. Proposed video display must meet these specifications at a minimum.

5.1.2. Preferred Manufacturer's are: Watchfire, Nevco, Daktronics, ScoreVision and Samsung.

5.1.3. 15mm display quality. Line/Column Spacing: 0.60" (15.24mm)

5.1.4. Digital Display: 26' x 16'-10mm-864x480; 414,720 Total Pixels; 10,125 NIT-Ultra High Output Brightness.

5.1.5. Truss: 29' x 4' Arched or Squared Truss with 4' x 4' backlit Logo

5.1.6. Scoreboard (HxW): 8' x 18' LED Scoreboard

5.1.7. DOG Clocks: 4' x 4' LED Delay of Game Clocks

5.1.8. Fiber Convertors & Fiber Enclosure: Single Mode Fiber Convertors and All-Weather Fiber Enclosure.

5.1.9. Control System: ≥ 14 bit (281 trillion colors)

5.1.10 Dimming: 256 levels

5.1.11 Calibration: Full depth, LED to LED

5.1.12. LED Refresh Rate: ≥ 3840 Hz

5.1.13 LED Lifetime: 100,000 hours

5.1.14 Calibrated Intensity: Minimum 8500 nits (cd/m²)

- 5.1.15 Viewing Angles: 160 degrees horizontal, +25 degree/-40degree vertical
- 5.1.16. Service Access: Front or Rear
- 5.1.17. Cabinet Depth: 11.0625" (281mm). As built drawing of structure is available upon request.
- 5.1.18. Cabinet Construction: Aluminum and Steel (corrosion resistant)
- 5.1.19. Ingress Protection Rating: IP-66 Components
- 5.1.20 -40 degree to 122 Fahrenheit
- 5.1.21 Communication: Fiber Optic (50/125 pm multi-modal)
- 5.1.22. 10% attic stock is required to be delivered to Duncan Public Schools and kept on site at Halliburton Stadium to be used at District's discretion for repair and maintenance.
- 5.1.24. Any deviation from the above specifications must be highlighted and will be considered during selection process.

5.5 Locker Room Clocks

- 5.5.1. 1 locker room clock is to be bid as an alternate. District to provide required power at location desired, bidder to provide control wiring and mounting hardware.

5.6. Local Service Contract & Warranty Service

- 5.6.1 Digital Warranty-11-year parts/ 5-year onsite labor (excludes lift, if no catwalks): 24/7/365 live diagnostics monitoring with full redundancy; 3% onsite spare parts; 7 day per week in-house support & tech.
- 5.6.2. 5-year manufacturer's parts/ 1-year onsite labor.

Delivery and Installation

Identify the names and address of your company’s authorized installer and local service provider. Note: the terms and conditions of this solicitation shall be enforced and required of the supplier and its subcontractors and/or independent contractors, e.g. insurance requirements.

Installer’s Company

Name Digital Scoreboards, LLC
Contact Adam Lowney, Director of Operations
Address 219 S. Main Street, Columbia, IL 62236
Phone 888-738-4230 / 407-865-0693
Email adam@digitalscoreboards.net

Local Service Provider

Name _____
Contact _____
Address _____
Phone _____
Email _____

Digital Scoreboards, LLC
Bidder’s Company Name

References

Furnish three (3) public school project reference that your company has completed within the past two (2) years involving the installing of video boards.

Project 1.

Name of School District Moore Public Schools

Address, City, State, Zip 1500 SE 4th, Moore, OK 73160

School's Project Manager Brian Fitzgerald

Project Manager's Phone 405-735-4255

Project Manager's Email brianfitzgerald@mooreschools.com

Scope of Project Two (2) 26' x 35' - 10mm Turn-Key Scoreboard & Sound Packages

Date of Project Completion January 2024 Install - June 2024 Go Live as we await stadium construction

Size of Project (dollar amount) \$1,200,000.00

Project 2.

Name of School District Clayton High School

Address, City, State, Zip 1 Mark Twain Circle, Clayton, MO 63105

School's Project Manager Steve Hutson

Project Manager's Phone 314-322-5226

Project Manager's Email stevhutson@claytonschools.net

Scope of Project One (1) 22' x 35' - 10mm Turn-Key Outdoor Scoreboard & Sound Package
Two (2) 10' x 17' - 3.9mm Turn-Key Indoor Scoreboard Package

Date of Project Completion August 2023

Size of Project (dollar amount) \$850,000.00

Digital Scoreboards, LLC

Bidder's Company Name

Project 3.

Name of School District Troy Buchanan High School

Address, City, State, Zip 1190 Old Cap Au Gris Rd. Troy, MO 63379

School's Project Manager Jason Smith

Project Manager's Phone 636-262-7709

Project Manager's Email smithj@troy.k12.mo.us

Scope of Project One (1) 13x48 Outdoor, One (1) 13x22 Outdoor, One (1) 10x19 Outdoor, One (1) 10x17 Indoor

Date of Project Completion August 2024

Size of Project (dollar amount) \$650,000.00

Bidder's Project Manager for Installation

Please furnish name, phone number, and email address of the project manager who will be assigned to lead the installing of video project board.

Project Manager Name Adam Lowney

Phone Number 888-738-4230 (office) / 407-865-0693 (mobile)

Email Address adam@digitalscoreboards.net

Digital Scoreboards, LLC
Bidder's Company Name

BID FORM

THE PROJECT AND THE PARTIES

To: CMAR

Hope Equipment & Construction, Inc.

5701 N Hwy 81

Duncan, OK 73533

On Behalf of: Owner

Duncan Public Schools

1740 W Spruce Ave

Duncan, OK 73533

For: Project

Halliburton Stadium Video Board and Sound Replacement

Date: 4/10/2024 (Bidder to enter date)

Submitted by: (Bidder to enter name and address)

Bidder's Full Name Digital Scoreboards, LLC

Address 219 S. Main Street

City, State, Zip Columbia, IL 62236

Offer:

Having examined the work and all matters referred to in the Request for Proposal for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to remove the existing digital score board, provide and install a new video board, video configuration control system, and to provide a 1-year local warranty service as described in the product specification for the sum of:

Base Bid (including bonds):

Three Hundred, Thirty-Nine Thousand, Three Hundred Twenty-One Dollars

\$ 339,321.00

Base Bid Calendar Days

Digital Scoreboards, LLC

Bidder's Company Name

This is a 5-6 day onsite installation. This will be completed within 12 weeks or less with receipt of school PO or signed contract. _____ Days

Completion Date 8/2/2024 or before

CLARIFICATOINS (to be filled out by bidder)

Manufacturer DVS

Display Quality SMD2727 Goldenwire @ 10,124 NIT Brightness

Line/Column Spacing 10mm Ultra High Resolution (.038)

Pixel Configuration SMD 10mm (96x96)

Module Configuration 48 pixels wide x 32 pixels tall

Module Dimensions 480mm wide x 320mm tall

Display Weight 2,070#

Processing NovaStar

Color Capacity 2.8 Trillion Colors with 14 bit +/- Gray Scale

Dimming 100 Levels

Calibration Full Depth, LED to LED

LED Refresh Rate 4,800 Hz

LED Lifetime 100,000 hours to half brightness which matches our industry best 11 year warranty

Calibrated Intensity Calibrated at 9,500 with Maximum 10,124

Viewing Angle 160' Wide / 120' High

Service Access Front & Rear

Cabinet Depth 3.4"

Cabinet Construction Aluminum (Corrosive Proof)

Ingress Protection Rating IP67

Temperature Tolerance -20' to 130' F

Communication Mode Single-Mode Fiber

Control of existing play clocks (Y/N) Yes, but we bid new replacements

Control of existing static board (Y/N) Yes, but we bid a new replacement

Notes/Clarifications Our outdoor 10mm is buit to last, hence our 11-year warranty and expected 20+ year life cycle. This 10mm has the highest brightness rating in the entire industry at 10,124, meaning as the board ages the brightness can be adjusted to offer a lomnger life cycle and optimal clarity, contract and brightness.

Digital Scoreboards, LLC

Bidder's Company Name

Add Alternate No. 1: Removal and replacement of stadium speaker system

Fifty-One Thousand, Seven Hundred, Tirthy-Three Dollars

\$ 51,733.00

Clarifications (to be filled out by bidder).

Manufacturer Electro-Voice

Model Number (2) EVH-1152D/43-FGB / (1) EVF-2151D

Installation Location Top of Scoreboard

Speaker Components See Enclosed Detailed Equipment Listing

Narrative We supply the top of the line Electro-Voice Sound System packages, built specific for each of our partner school stadiums and insoor gymnasiums. Much more info listed in teh enclosed detailed proposal

Add Alternate No. 2: Provide and Install Locker Room Clock in Football Home Locker Room

Five Hundred Twenty Five Dollars

\$ 525.00

Clarifications (to be filled out by bidder).

Manufacturer Time Machine

Model Number TM-POE-2.5

Physical size 4 1/8" x 14 1/8" x 2.14"

Components _____

Narrative TheFse POE locker room clocks integrate perfectly with the Scorevision control system, are very attractive and slimline for a professional look within a teams locker room.

Add Alternate No. 3: Video Board Control Mobile App

Included in our Base Bid Dollars

Digital Scoreboards, LLC

Bidder's Company Name

\$ 0.00

Clarifications (to be filled out bidder).

Name of App Scorevision Producer, Football, Soccer, Capture, Stream and More

Required Operating System iOS and Included in our Base Bid

Add Alternate No. 4: 5-year Local Service Contract, Staring Year Two

Included in our Base Bid Dollars

\$ 0.00

Clarifications (to be filled out by bidder).

Local Provider Digital Scoreboards

Contact Name Sergey Brich

Phone Number 888-738-4230 / 941-204-4193

Email support@digitalscoreboards.net

Narrative of service and how service is requested by District _____

The school will request all service through Digital Scoreboards. per the above. Digital Scoeboards will diagnose and dispatch regional tech support as part of labor warranty.

Acceptance:

The owner may elect to proceed with any combination of the Base Bid and Add Alternates. Determination of best responsive bidder may take owners selection of Individual Items into consideration. The Owner reserves the right to reject any or all bids an waive any irregularities.

This offer shall be open to acceptance and is irrecoverable for sixty (60) days from the bid closing date.

If this bid is accepted by Owner within the time period state above, we will:

1. Execute the Agreement within seven (7) days of receipt of acceptance of this bid.

Digital Scoreboards, LLC

Bidder's Company Name

2. Furnish the required bonds within ten (10) days of receipt of acceptance of this bid.
3. Commence work within seven (7) days after written Notice to proceed of the bid.

If this bid is accepted in within the time stated, and we fail to commence the Work or we fail to provide the required Bond, the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and bid upon which a Contract is signed.

In the even our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provision of the Instruction to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

Contract Time

If this bid is accepted, we will:

1. Complete the work by the date listed with our base bid.
2. Weather Delays: if adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction and shall be submitted to the Architect and Owner for consideration within 48 hours of the occurrence.

Addenda

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Bid Form Attachments

Digital Scoreboards, LLC

Bidder's Company Name

DUNCAN PUBLIC SCHOOLS

HALLIBURTON STADIUM

Video Board and Sound Equipment

Request for Proposal

APRIL 18, 2024 @2:00pm



Prepared By:



DIGITAL
SCOREBOARDS

Chris Kirn, CEO
Mobile: 417-719-3777
Office: 888-738-4230⁵⁸

chris@digitalscoreboards.net



Digital Scoreboards is an innovative company supplying quality product design, reliability, and customized applications for sports venues across the country. Craftsmanship, ingenuity and expertise are the reason we are a great choice for your LED multi-sport scoring and entertainment needs. Having completed over 600 projects nationally, since 2015, and across 39 states we are positioned well to assist Duncan Public Schools.

Digital Scoreboards provides our customers with the most state-of-the art LED technologies and products that are revered as the most reliable in the industry. We are the direct sales and installation partner of Insane Impact supplying best in class product and the industries best warranty packages.

Below are several items that we would like to immediately draw your attention to that set Digital Scoreboards apart from our competition in this bid.

PROJECT INSTALL TIMELINE: Digital Scoreboards houses over 6 million dollars in LED product in Des Moines, IA, leading us to be known for quick delivery and install timeframes. Digital Scoreboards is prepared to provide turnkey installation of the entire systems based on dates that work for our school partners and with a guaranteed install timeline of 10-12 weeks from contract and art approval.

Magnificent Image Quality – Our Outdoor LED series has incredible characteristics that make 10mm Ultra High Output LED systems the best image quality available. High refresh rate, high contrast ratios, wide horizontal and vertical viewing angles, and trillions of colors, provides our customers with the best-looking screen in the industry.

Easy to Use Control Systems – Not all control systems are created equally. That is why we offer the very strong and desirable Scorevision Software Suite. Our control systems have made it easier than ever to display content on your LED display with tremendous functionality and flexible control that are incredibly easy to use, robust and offer a wide range of add-on items at no additional costs such as, SV Academy, SV Capture, SV Stream, School Fan Apps, and much more.

7 days a week / 365 Service – Digital Scoreboards provides an in-house call and tech center for all of our customers to rely on for reliable and immediate troubleshooting. All of our outdoor digitals come with a 24/7/365 live diagnostics package to assist our network operating center and local technicians with support 365 days a year. That includes all weekends and holidays.

Best LED Screen Warranty in the Industry - Digital Scoreboards provides the best warranties in the world. **11-year parts, coupled with an onsite 5-year labor warranty, delivering the peace of mind you deserve**

Thank you for your consideration and the opportunity to earn your business.



Chris Kirn, President/CEO

- Over 27 years experience in the Outdoor Advertising and LED industry, and as one of the founding owners of Digital Scoreboards, Chris' passion for this industry and his clients is unmatched.
- Mobile: 417-719-3777 / 888-738-4230
- chris@digitalscoreboards.net

Blake Bearden, Vice President

- Industry executive with over 29 years experience in the LED sports sales industry. Blake has completed well over 1000 sports projects across the country and has an incredible track record with his customers; ensuring top quality installs and long-standing customer service experiences.
- Mobile: 678-773-5320 / 888-738-4230
- blake@digitalscoreboards.net

Adam Lowney, Director of Operations

- With over 25 years of project management experience within the Billboard Industry at Clear Channel Media and others, Adam is well versed in all aspects of construction, installation, LED service, and project management
- Mobile: 407-865-0693 / 888-738-4230
- adam@digitalscoreboards.net

Sergey Brich, Director, Customer Services

- 10 years of service to Digital Scoreboards and a key cog to the company's incredible growth. Sergey is passionate about our partner schools and the level of support he offers is simply incredible
- Mobile: 941-204-4191 / 888-738-4230
- sergey@digitalscoreboards.net

Sy Ishkov, Director, Technical Services

- 5 years of service to Digital Scoreboards with an uncanny dedication to the company and its partners. Sy is passionate about our partner schools and delivers a remarkable service to each on the control system and any needed technical assistance.
- Mobile: 941-218-3347 / 888-738-4230
- sy@digitalscoreboards.net

Joel Hurst, Creative Director

- 19-year professional in the Outdoor Advertising and LED Sports industry. Joel's expertise in creative, design, custom templates, custom animations and software troubleshooting and support make him an incredible asset to the team and our partners
- Mobile: 470-302-0146 / 888-738-4230
- joel@digitalscoreboards.net

Project Management: TBD

- Assigned on a project by project and regional basis

PROJECT REFERENCES

School Name	Contact	Title	Phone	Email
Whitehall-Coplay HS (PA)	Bob Hartman	Athletic Director	610-704-0185	hartmanb@whitehallcoplay.org
Troy Buchanan HS (MO)	Jason Smith	Athletic Director	636-262-7709	smithj@troy.k12.mo.us
Saint Johns University (MN)	Russ Klein	Director of Facilities	320-266-7882	rklein001@csbsju.edu
Simpson College (IA)	Marty Bell	Athletic Director	217-430-9523	Marty.bell@simpson.edu
Ladue High School (MO)	Nick Gianino	Athletic Director	314-520-5518	ngianino@ladueschools.net
Lakeland High School (FL)	Steve Madden	Booster President	863-738-6183	stevem@shopmadden.com
Quincy Notre Dame (IL)	Kurt Stuckman	Executive Director	217-257-3188	kstuckman@quincynotredame.org
De La Salle HS (CA)	Leo Lopo	VP/AD	925-260-3707	lopozl@dlshs.org
Sterling High School (IL)	Jim Spencer	Director	815-718-4784	jspencer@sps5.org
Detroit Lakes HS (MN)	Rob Nielsen	Athletic Director	218-841-8167	rnielsen@detlakes.k12.mn.us
Thompson Valley HS (CO)	Kevin Clark	Athletic Director	970-692-1766	Kevin.clark@thompsonschoools.org
Fort Worth Christian (TX)	Frank Dale	Director of Facilities	817-980-3808	fdale@fwc.org
St. John Bosco HS (CA)	Jason Negro	Head Coach	562-756-3602	jnegro@bosco.org
Coe College (IA)	Steve Cook	Athletic Director	319-329-3683	Scook@coe.edu 61

DUNCAN DEMONS



ELITE
SPORTS SERVICES • EQUIPMENT

Edward Jones

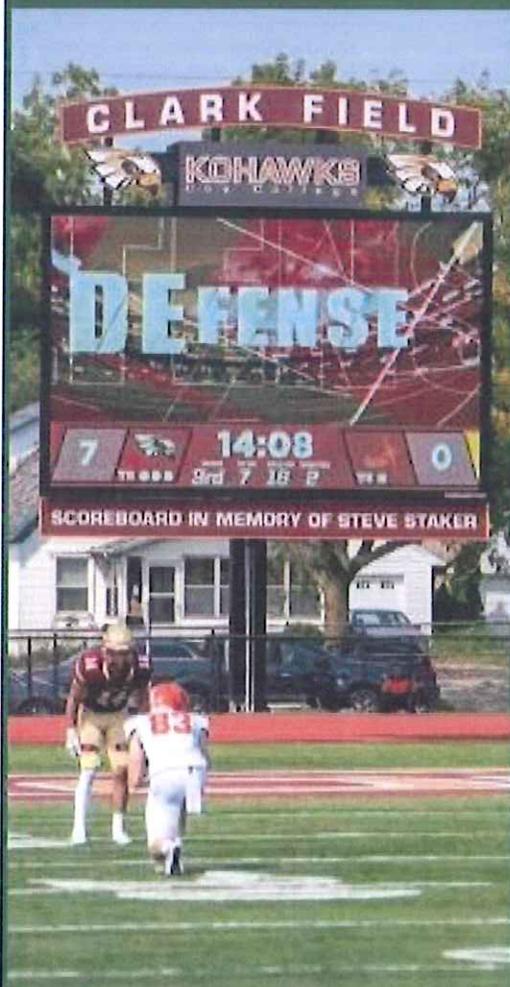
DIGITAL
SCOREBOARDS

AUTO CARE
SALES • SERVICE • REPAIRS

	42	DN TO GO 1 10	02:03	BALL ON 12	10	
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HOME	9:43:6	GUEST
14		28
2	DOWN TO GO	1
3	6	2
36		TOL

28



OUTDOOR

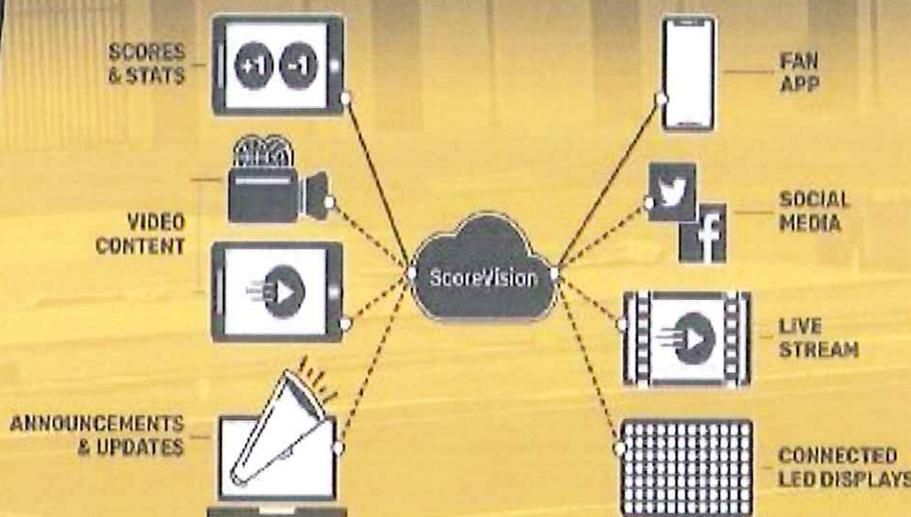
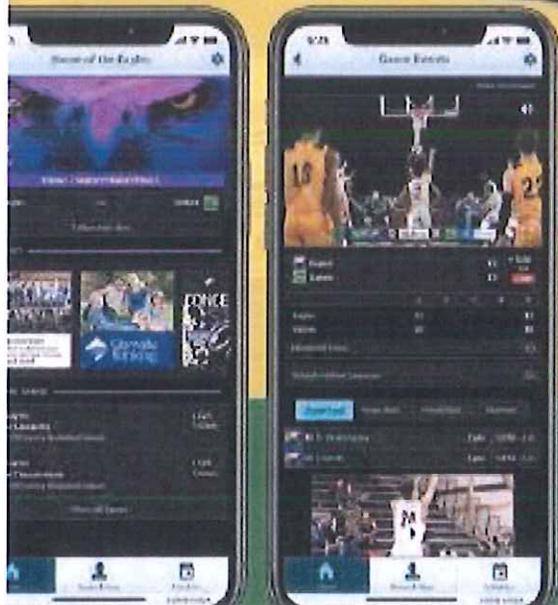
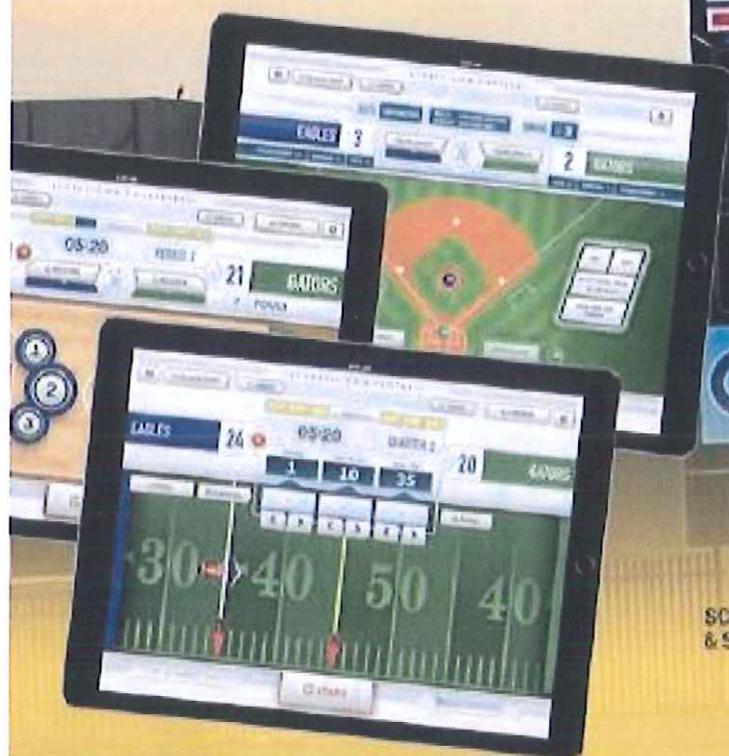
Pixel Pitch: 10mm, 8mm, 6mm
 Industry Best 11/5 Year Warranty Package
 24/7 Live Diagnostics & Redundancy

WWW.DIGITALSCOREBOARDS.NET

MORE THAN THE SCORE



ENGAGE FANS WITH SCORES, STREAMS, VIDEO, SOCIAL MEDIA & IN-VENUE PRODUCTIONS





DIGITAL SCOREBOARDS

PACKAGE SUMMARY

29' x 16' – 10mm – 864 x 480

Scorevision CORE Rack & Software Suite

New Construction & Installation

Industry Best: Warranty: 11-year parts/5-year labor

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	29' x 16' – 10mm – 864 x 480 414,720 Total Pixels 10,125 NIT - Ultra High Output Brightness	Included
1	Truss	29' x 4' Arched or Squared Truss with 4' x 4' Backlit Logo	Included
1	Scoreboard	8' x 18' LED Scoreboard	Included
1	DOG Clocks	4' x 4' LED Delay of Game Clocks	Included
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	Included
1	Control System	Scorevision CORE Rack, Nova Video Processor, iPad System Confidence Camera, Connectors and Accessories	Included
1	Software System	Scorevision Software Suite (1 st year ASL Included) (\$6,000 ASL Beginning Year 2)	Included
1	Graphics Package	Digital Scoreboards Silver Level Animation & Graphics Package	Included
1	Onsite Tech	Onsite Tech, Commissioning & System Training	Included
1	Engineering Construction Installation	State Stamped Engineering, Fabrication of Monopole, Catwalks and Safety Equipment, Construction/Installation of Structure, Display and Signage. Installation of Standard Scoreboard and DOG Clocks onto School Provided Structures	Included
Industry Best			
1	Digital Warranty	11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 10% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	Included
1	Scoreboard Warranty	5-year manufacturers parts / 1-year onsite labor	Included
1	Freight	Freight to Destination	Included
1	Bonding	Bid and P&P Bonds	Included

DUNCAN PUBLIC SCHOOLS PACKAGE PRICE

\$339,321.00

ADD-ON ITEMS

DS5000 EV Stadium Sound System Package, Installation onto Scoreboard Structure, 2-year parts / 1-year labor warranty, Onsite Tech & Commissioning	\$51,733.00 65
One (1) Time Machine Locker Room Clock - 4 1/8" x 14 1/8" x 2 1/4"	\$525.00

Prepared For:

DUNCAN PUBLIC SCHOOLS

City / State

Duncan, OK

Contact Name

DR. Channa Byerly

Contact E-Mail

Channa.Byerly@duncanps.org

Contact Number

580-255-0686

**OUTDOOR DIGITAL SCOREBOARD
SUBMITTAL & CONTRACT**

Prepared by

Chris Kirn, President / CEO

chris@digitalscoreboards.net

417-710-2777 mobile / 888-738-4220

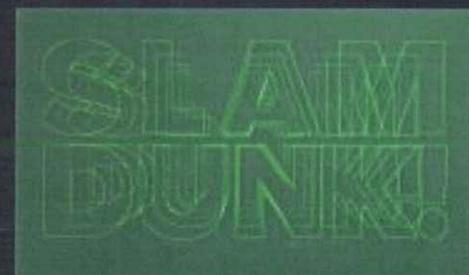
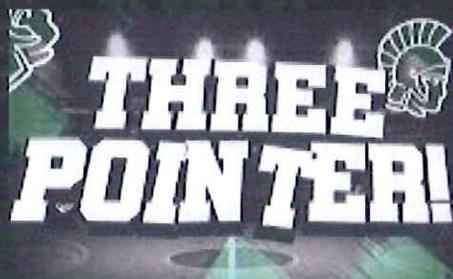
GET THE CROWD HYPED!



CUSTOM ANIMATIONS FOR ANY VENUE!

Silver Package

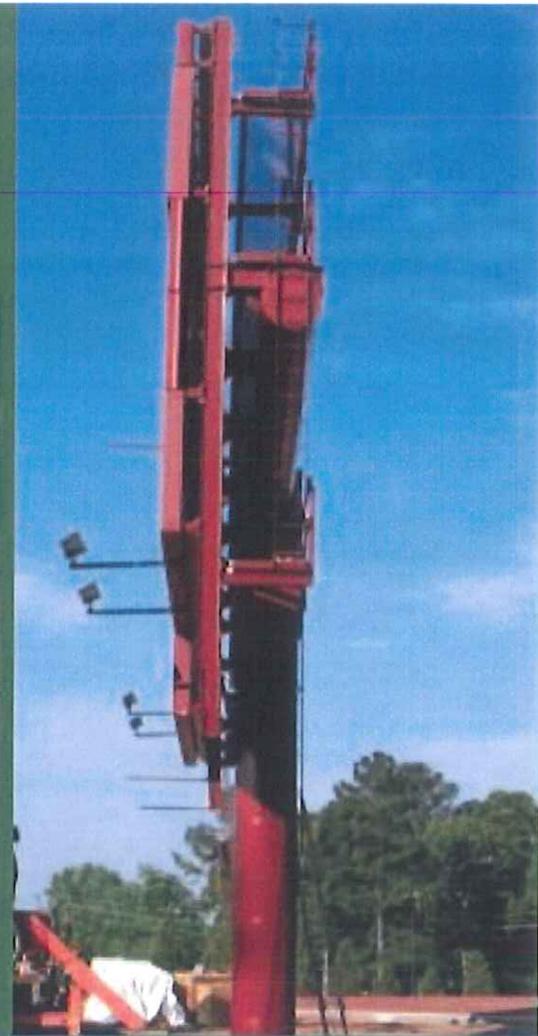
- Includes two animation styles for each sport at the facility
- Includes 10+ animations that can be used across most sports
- Customized in team colors
- Incorporates school logo and team name where appropriate



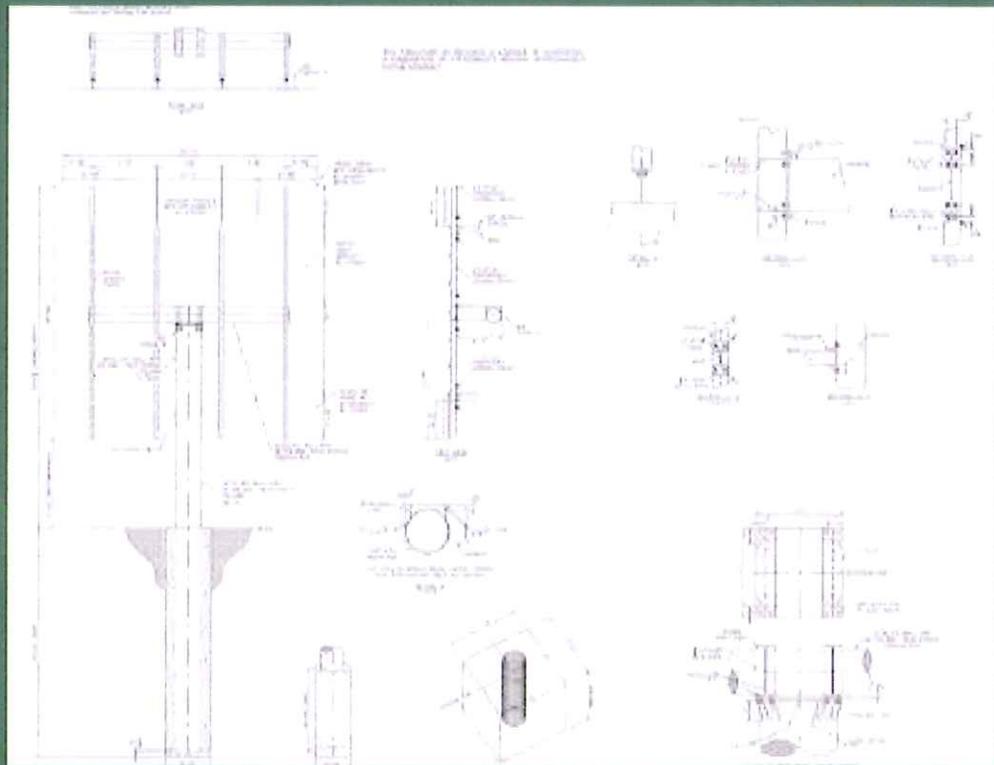
WWW.DIGITALSCOREBOARDS.NET

INDOOR • OUTDOOR • SOUND SYSTEMS • CONTROL ROOMS • ENGINEERING • TURNKEY INSTALLATIONS

ENGINEERING THAT IS BUILT TO LAST



LICENSED IN ALL 50 STATES. FROM THE NATION'S MOST NOTABLE GOLF COURSE TO THE SMALLEST OF SCHOOLS, WE PUT THE SAME CARE AND EFFORT INTO ENSURING YOUR DISPLAYS ARE BUILT TO LAST.



 **DIGITAL
SCOREBOARDS**

DS10HO-SMD

37"x37" (960x960mm) 10mm
High Output Fixed Outdoor LED Video Panel

 **DIGITAL
SCOREBOARDS**

Key Features:

- Ultra-High Brightness 10,000 NIT SMD LEDs
- Convective Heat-Sink Modules
- Front & Rear Serviceability
- IP67 Rated w/ Water Drainage Soffits
- Enclosed Power & Data Connections
- Direct PCB/Module Connections

Specifications:

Pixel Pitch: 10.0mm

LED Configuration: SMD2727 Goldwire

Pixel Density: 96x96

Dimensions: 37.7" W x 37.7" H x 3.4" D

Weight: 46 lbs

Serviceability: Front/Rear

Optical Ratings:

Brightness: 10,124 NITS

Viewing Angle: 160° H J 120° V

Min Viewing Distance: 20+ Ft

Brightness Adjustment: 100 Levels

Grayscale: 14-bit +/-

Connections/Electrical:

Voltage: 120-230v AC

Max Power Consumption: 640W

Avg Power Consumption: 320W

Power Connection: PowerCON True1 In/Thru

Data Connection: RJ45 In/Thru

Control System:

Receiving Card: NovaStar ASS

Refresh Rate: 4,800≥ Hz

Supported Inputs: HDMI, DVI, HD-SDI

Environmental:

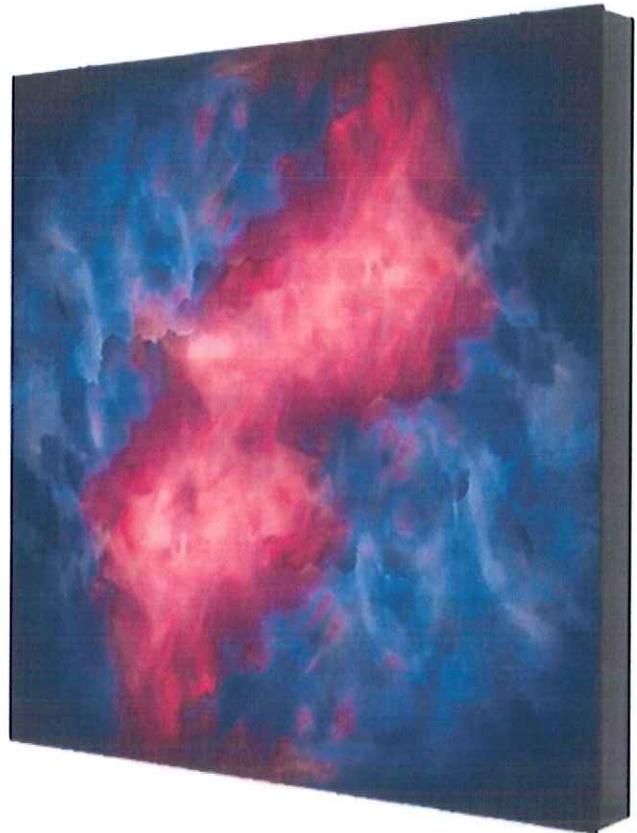
Ingress Protection Rating: IP67

Operating Temperature: -20° - 130° F

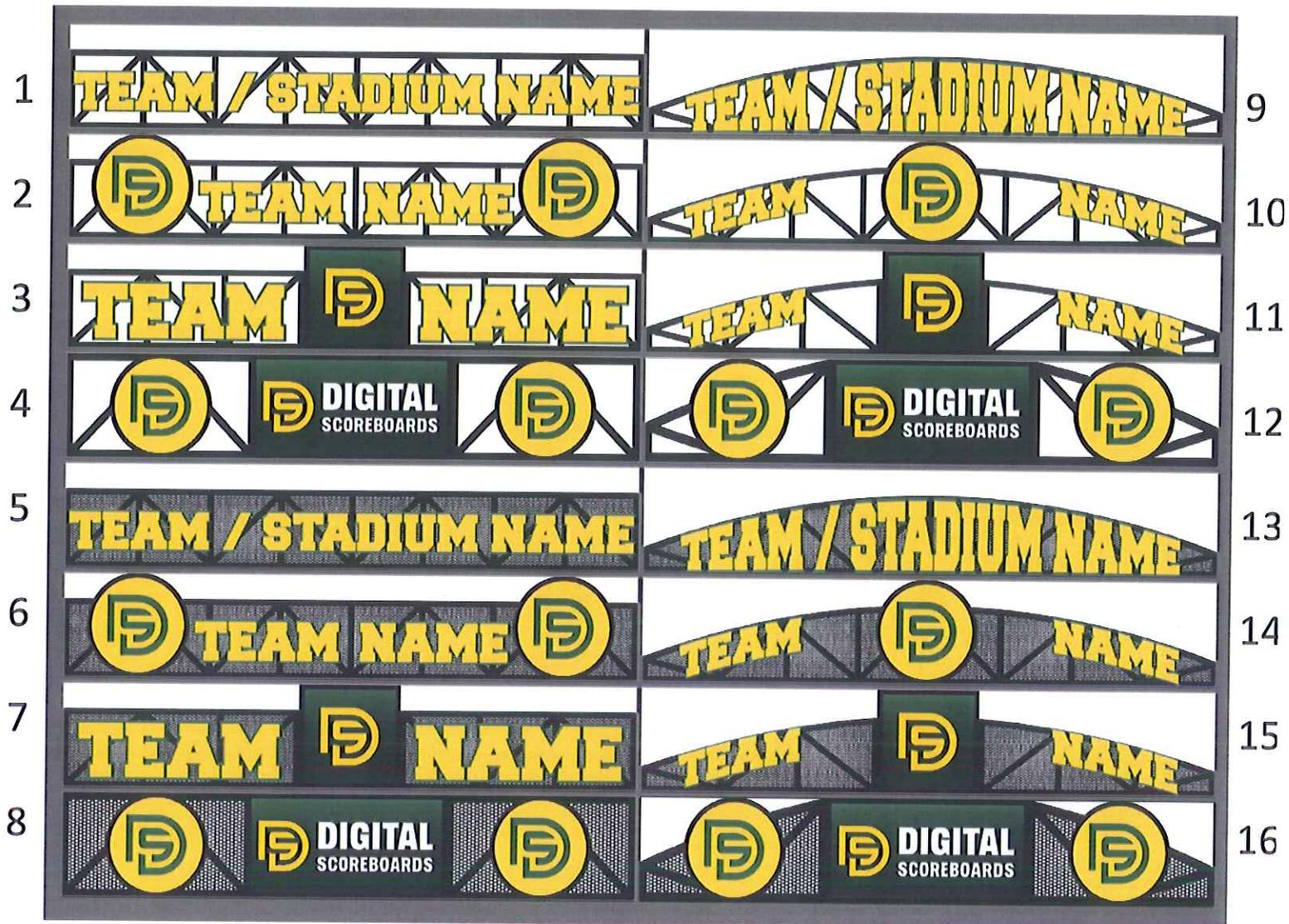
Operating Life: 100,000 hours to 1/2 Life

Listings: ETL, CE, EMC, FCC, RoHS

* Specifications subject to change



DIGITAL SCOREBOARDS TRUSS STANDARD PACKAGES



- Standard Trusses Include Metal Structure and Aluminum Cut Letters
 - Middle ID Boxes Represent Speaker Mesh or Aluminum Panel
 - Backlit Logos and Letters Available Upon Request
- Final Price TBD Based Upon Final Design Type and Art Approval

A COLLECTION OF GLOBAL
AUDIO SOLUTION REFERENCES

FOR SPORTS VENUES

DS6200
Stadium
Sound

DS5000 ELECTRA-VOICE STADIUM SOUND SYSTEM PACKAGE DETAIL (see video link below)

EV	2	EVH-1152D/43-FGB	Electro-Voice EVH-1152D/43 Premium 2-Way Loudspeaker
EV	1	EVF-2151D	Electro-Voice EVF-2151D Dual 15" Front-Loaded Subwoofer
Dynacord	1	IPX 5:4	Dynacord IPX 5:4 Amplifier
Unifi	2	SM SFP 1G	Unifi switch output.
Behringer	1	X32 Rack	X32 Rack
Behringer	1	X Dante	X Dante
Switchcraft	1	318BT	Bluetooth RX
Shure	1	ULXD4D Dual Channel	Mic RX
Shure	2	Antenna Flange Mount	Flange Mount
Shure	1	UA864US	Directional Antenna
Shure	1	UA860SWB	Omni Antenna
MISC.	2	25' BNC 50 OHM	Antenna Cables
Shure	1	ULXD2/SM58	Wireless HH
Shure	1	PGA31-TQG	Wireless Ref Mic Element
Shure	1	ULXD1	Wireless Beltpack
Galaxy Audio	1	NanoSpotPwr	Monitor
Shure	1	MX412 c	Cardioid Gooseneck Wired
MISC.	2	25' XLR	Gooseneck Mic Cable/Monitor
Audinate	1	ADP-DAI-AU-2X0	Remote Dante Input
RapcoHorizon	1	LTIBLOX	Laptop DI
Apple	1	Ipad	Mixer Control
DDB	1	OD-16DXB	7U Weatherproof Cab
Unifi	1	US-8-150W (130W)	Network Switch
PANAMAX	1	MR400	Surge Protector



“With our wide product portfolio and a proven track record, we can satisfy all sports venues’ stakeholders – no matter how complex the requirements are.”

Oliver Sahn, Director of Application Support

INTRO

Modern sound reinforcement solutions are based upon multi-functional, multi-domain integration and networking concepts. From the parking lots to the VIP suites, from the concourses to the front-of-house system, professional sound is delivered with maximum intelligibility and clarity.

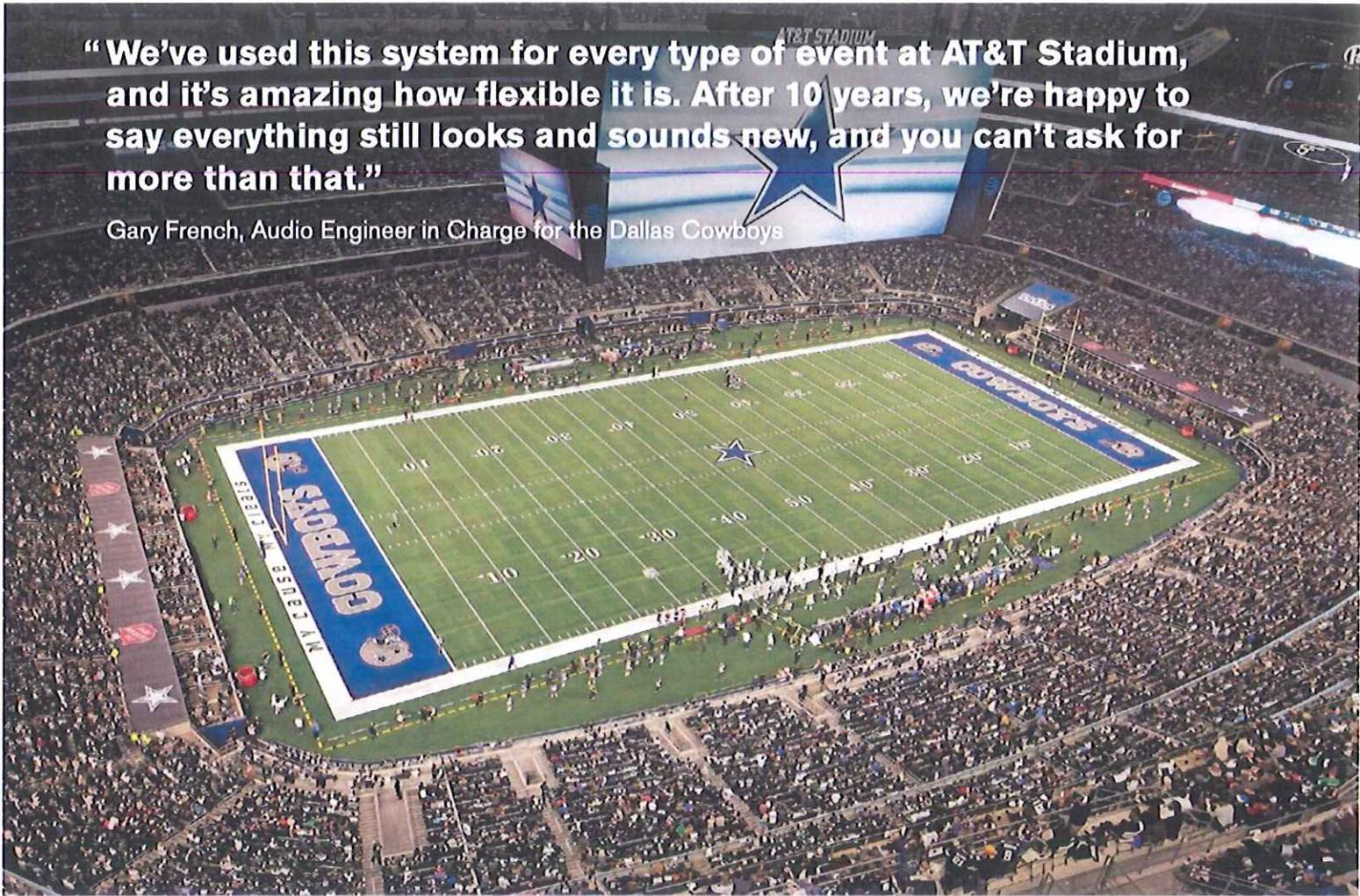
The ideals of Electro-Voice and Dynacord are to provide solutions for small, medium and large system applications. With regard to audio quality and intuitive operation, we also utilize our OMNEO media networking architecture. This architecture is built upon open public standards supporting today's protocols like Dante audio networking and AES70 control. It is future proof for new norms, and with its additional functions it provides the highest levels of system reliability and redundancy.

Our team of experienced application engineers around the world is ready to support our clients in the selection, design and implementation of our products in their sports venue projects. These solutions are based upon extensive experience, while helping to ensure an optimal total cost of ownership and utilizing our environmentally friendly product portfolio.

Oliver Sahn, Director of Application Support

“We’ve used this system for every type of event at AT&T Stadium, and it’s amazing how flexible it is. After 10 years, we’re happy to say everything still looks and sounds new, and you can’t ask for more than that.”

Gary French, Audio Engineer in Charge for the Dallas Cowboys



AT&T STADIUM

Dallas, Texas USA

MULTI-PURPOSE ARENA – 80,000 SEATS,
EXPANDABLE TO A TOTAL CAPACITY OF 105,000

Main system equipment

X-Line line-array loudspeakers

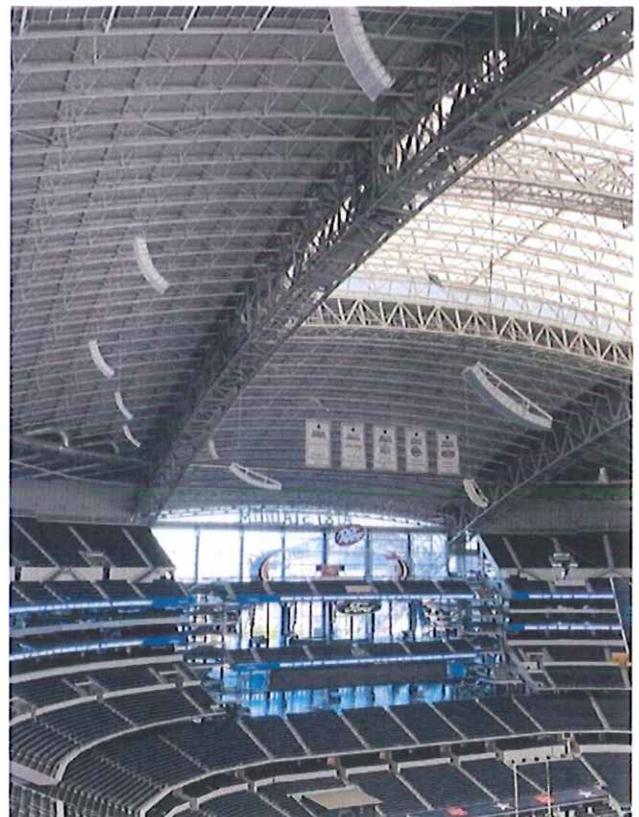
XLCi line-array loudspeakers

TG series amplifiers

NetMax N8000 system controller

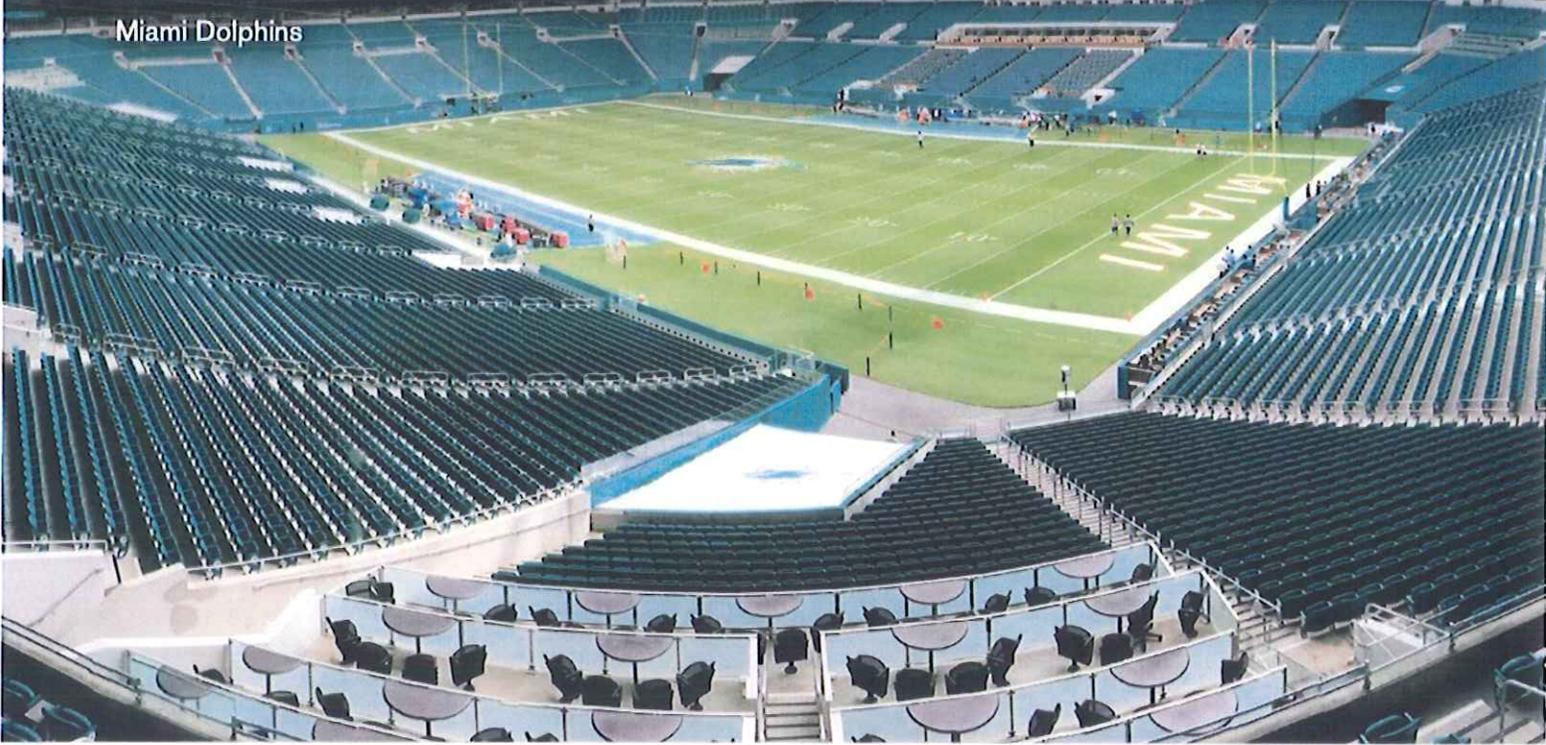
System summary

It takes a powerful yet nuanced system to deliver great sound to every corner of the world's largest covered stadium, which is why the home of the Dallas Cowboys chose EV line arrays and Dynacord-engineered amplifiers and system controllers. A major upgrade that expanded the number of line-array cabinets in the upper levels was completed in 2019.



“The Dolphins team are pleased to report that the system has exceeded their performance expectations while meeting budget and timing requirements. The system is at its best when the stadium is full, enhancing the fan experience with clear, effortless coverage, and rising to the occasion to amplify crowd energy in big moments.”

Miami Dolphins



HARD ROCK STADIUM

Miami, Florida USA

MULTI-PURPOSE ARENA – 74,767 SEATS

Main system equipment

XLCi line-array loudspeakers

EVF-S series front-loaded loudspeakers

EVH-D series horn-loaded loudspeakers

ZX1i compact surface-mount loudspeakers

EVID-C series ceiling loudspeakers

NetMax N8000 system controller

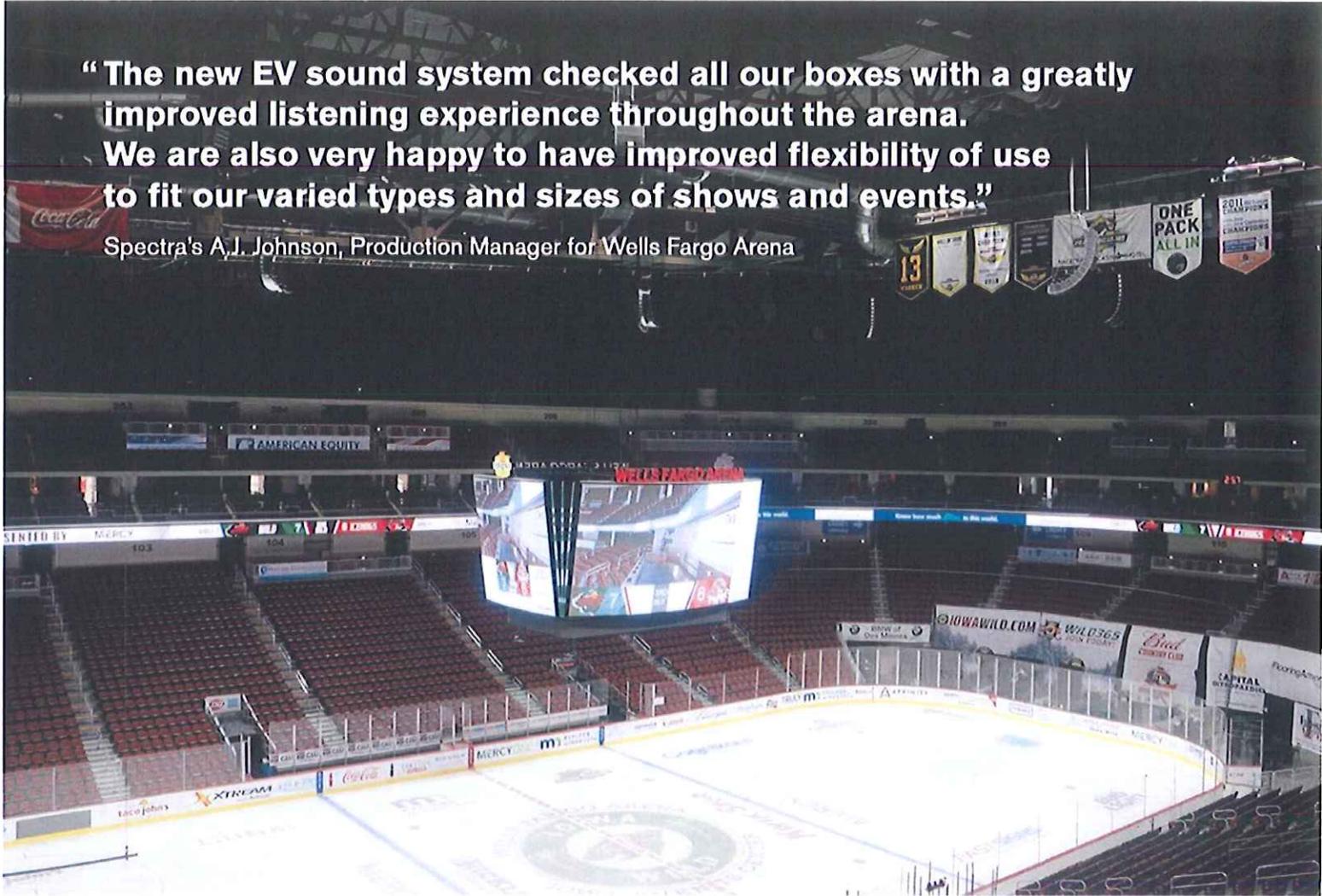
System summary

More than 3000 EV loudspeakers ensure that this stadium lives up to its name! To keep the main bowl rocking, XLCi line arrays are matched with X-Line Advance Install dual-18" subs. EV sound provides seamless coverage to all seating areas, concourses, offices and public areas.



“The new EV sound system checked all our boxes with a greatly improved listening experience throughout the arena. We are also very happy to have improved flexibility of use to fit our varied types and sizes of shows and events.”

Spectra's A.J. Johnson, Production Manager for Wells Fargo Arena



WELLS FARGO ARENA

Des Moines, Iowa USA

MULTI-PURPOSE ARENA – 16,980 SEATS

Main system equipment

XLD line-array loudspeakers

EVID-S compact surface-mount loudspeakers

IPX series amplifiers

System summary

To tame the acoustic challenges of this asymmetric venue, the integrator built a system around Electro-Voice XLD line arrays, which incorporate a unique approach to horizontal steering. The entire system is powered by Dynacord IPX series multi-channel DSP networked amplifiers with Dante and OCA networking for audio redundancy, remote monitoring and remote control. The end result is a system that accurately reproduces music and the voice of the announcer – as captured by an Electro-Voice RE20 microphone.



“We’re manufacturer agnostic. It’s my job to find the best product for the application, regardless of brand. For outdoor venues where you have to worry about bleed-out noise being disruptive to the neighborhood, I’ve found Electro-Voice EVH and EVF speakers to be a great choice.”

Kent Stevenson, Sales Engineer Electronic Design Company (EDC) of Minneapolis



CHS FIELD

Saint Paul, Minnesota USA

BASEBALL PARK – 7,210 SEATS

Main system equipment

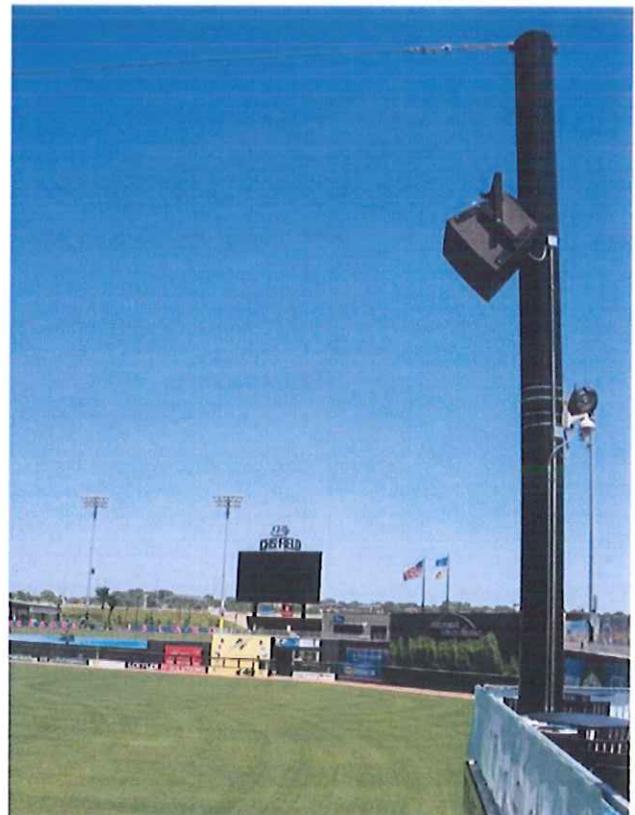
EVF-S series front-loaded loudspeakers

EVH-S series horn-loaded loudspeakers

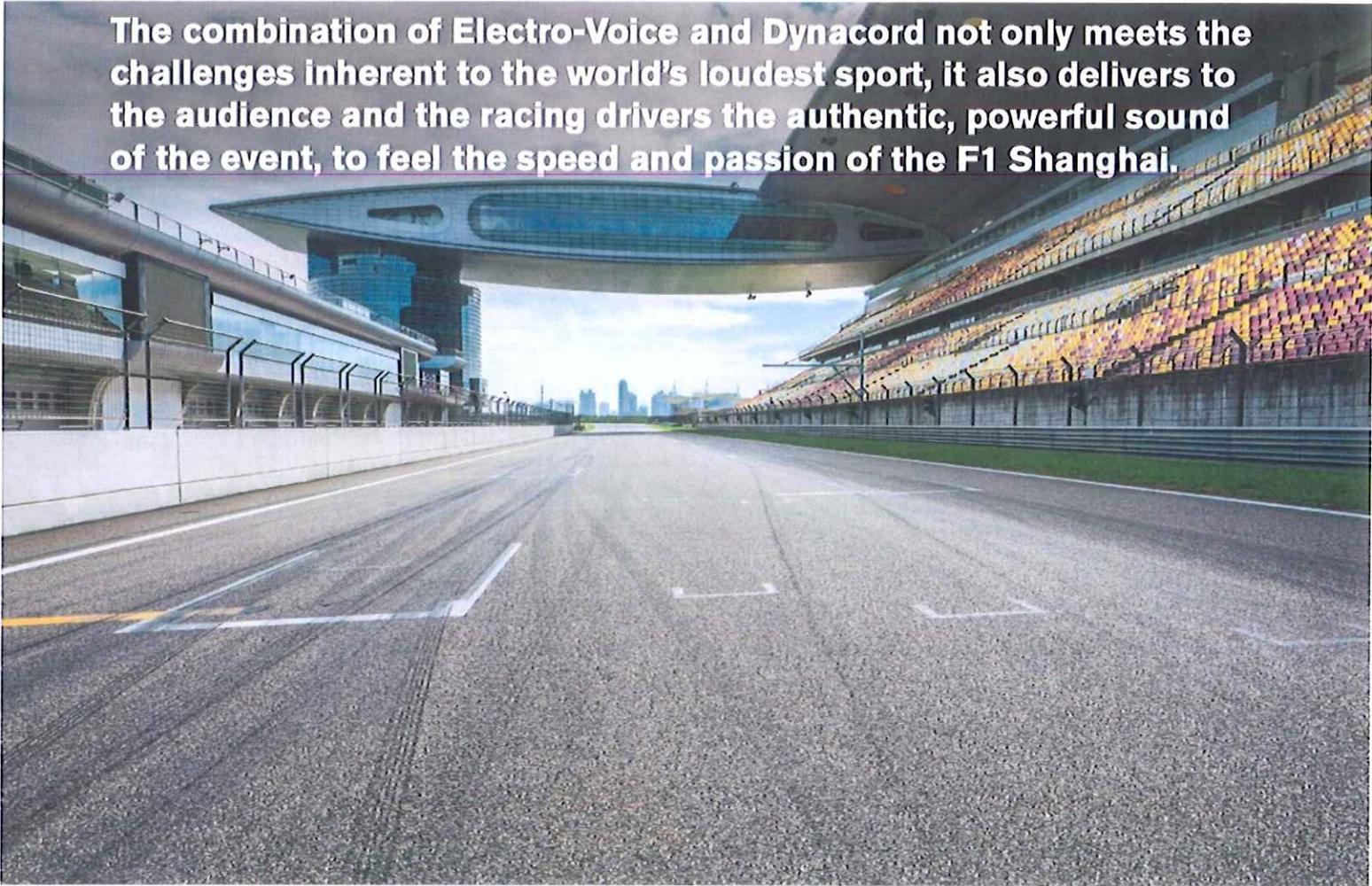
EVID series ceiling and compact surface-mount loudspeakers

System summary

EVH horn-loaded loudspeakers mounted on the light poles cover the entire field, augmented by EVF and EVID fills in the main seating areas. EVID 6.2 loudspeakers bring sound to spectators seated on the lawn beyond the far side of the outfield.



The combination of Electro-Voice and Dynacord not only meets the challenges inherent to the world's loudest sport, it also delivers to the audience and the racing drivers the authentic, powerful sound of the event, to feel the speed and passion of the F1 Shanghai.



SHANGHAI INTERNATIONAL CIRCUIT

Shanghai, China

MOTORSPORT CIRCUIT – 200,000 SEATS

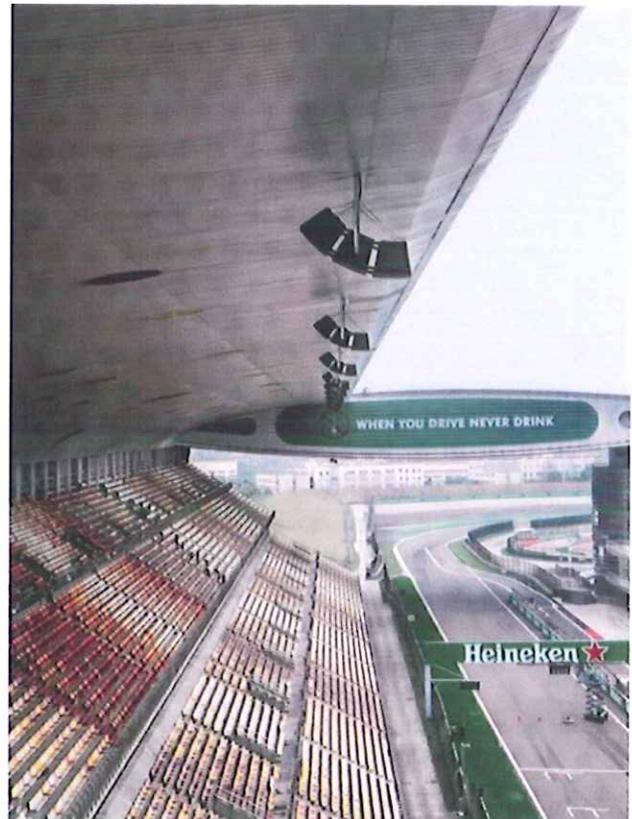
Main system equipment

EVH-D series horn-loaded loudspeakers

IPX series amplifiers

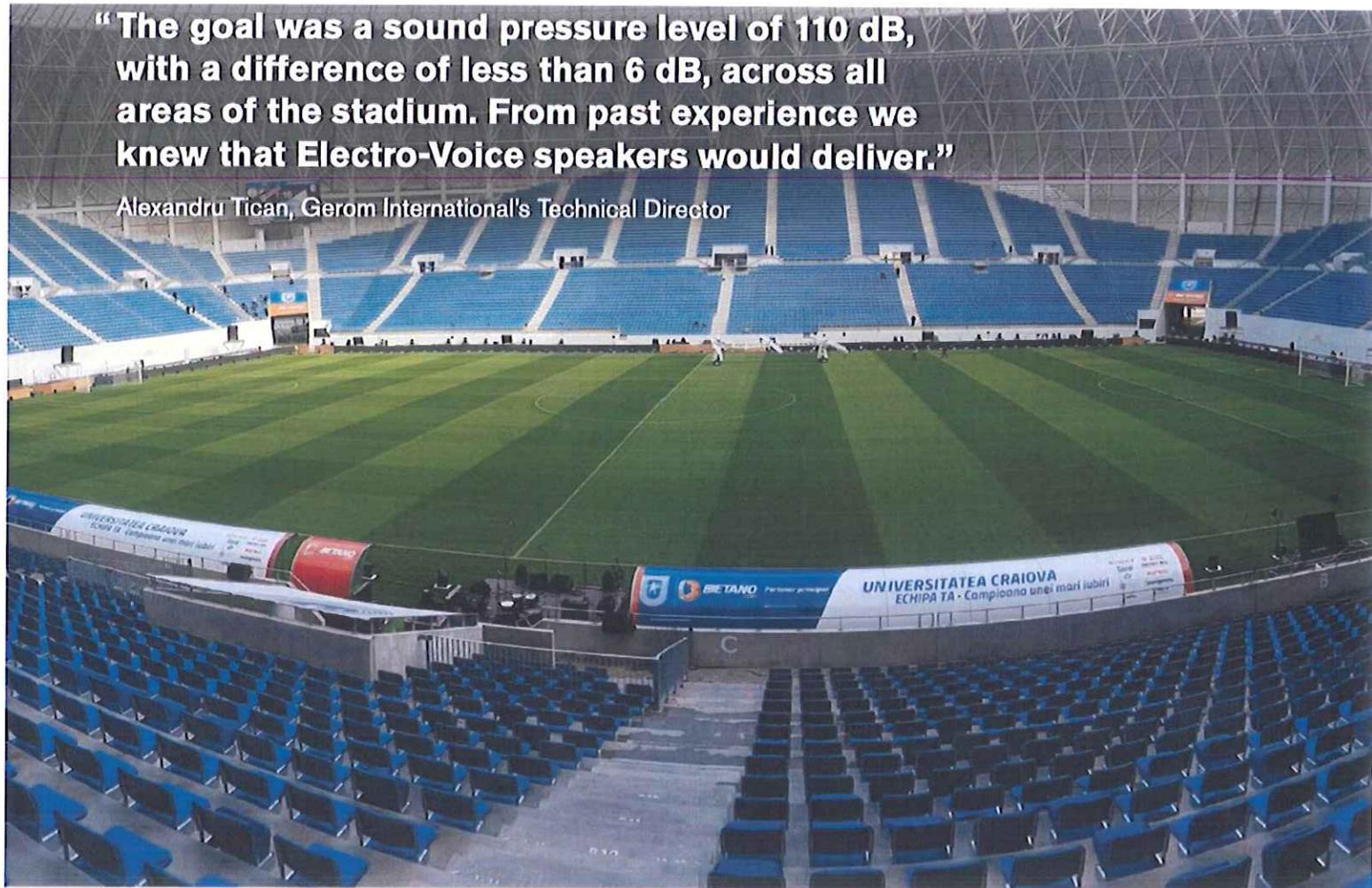
System summary

To cut through the extremely loud roar of the racetrack with powerful, clear audio quality, the main grandstand's loudspeakers were upgraded to Electro-Voice EVH models. Arrays of EVH two-way horn-loaded loudspeakers, powered by Dynacord IPX series multi-channel DSP amplifiers, provide seamless coverage and high intelligibility – even in reverberant areas – effectively solving the sound reinforcement challenges posed by such events as F1 races.



“The goal was a sound pressure level of 110 dB, with a difference of less than 6 dB, across all areas of the stadium. From past experience we knew that Electro-Voice speakers would deliver.”

Alexandru Tican, Gerom International's Technical Director



ION-OBLEMENCO STADIUM

Craiova, Romania

SOCCER STADIUM – 30,983 SEATS

Main system equipment

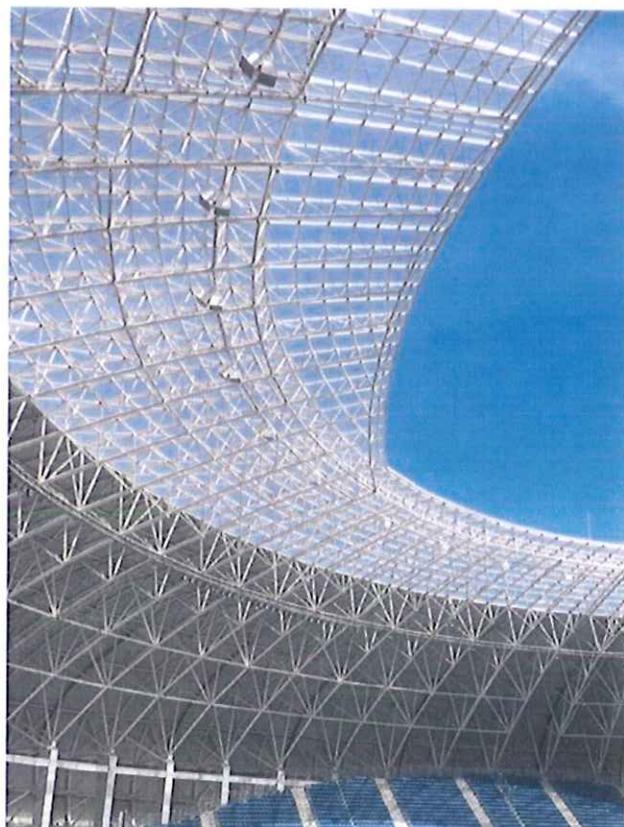
EVH-D series horn-loaded loudspeakers

CPS series amplifiers

Dx46 system controller

System summary

Stadionul Ion Oblemenco in the Romanian city of Craiova boasts a comprehensive Electro-Voice sound system. EVH-1152D 15" two-way horn-loaded loudspeakers are the perfect choice to ensure consistent sound quality and seamless coverage across every seat.



BE ON TIME

TIME MACHINES



DIGITAL CLOCKS w/ PoE or WiFi



Applications and Markets

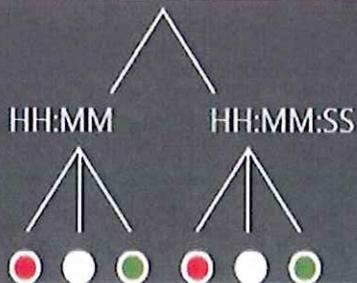
TimeMachines digital clocks are suited to any application where coordination of events at multiple locations is required. Education, industrial facilities, military installations, public safety command rooms, government, broadcasting, and hospitals are all candidates for synchronized time systems. When paired with one of TimeMachine's time servers, such as a TM1000A or TM2000A, a completely closed and highly accurate synchronized clock system can be created at market leading prices.



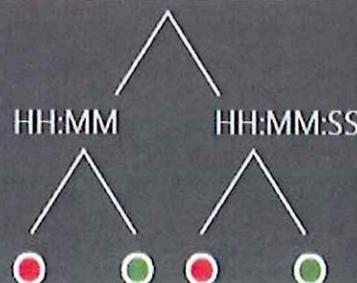
The Power of PoE

PoE is a recognized standard for delivering power over an Ethernet cable. If VoIP PBX phones are in use, PoE is likely present to provide power, creating a system where a single cable provides both power and synchronization signals, saving on installation costs and maintenance. An optional Power injector is available to convert non-PoE capable network equipment to PoE. It's recommended that an Un-interruptible Power Supply (UPS) be part of the Ethernet network system to maintain clock function during a power outage.

2.5" CLOCKS



4" CLOCKS



SPECIFICATIONS:



2.5" Digit Display / Product Size -> 4 and 6 digits = 14 1/8" x 4 1/8" x 2 1/4" - 3.2 lbs.

4" Digit Display / Product Size -> 4 digits = 17 1/2" x 6 1/16" x 2 3/8" - 6.0 lbs.

4" Digit Display / Product Size -> 6 digits = 23 5/8" x 6 1/16" x 2 3/8" - 8.4 lbs.

Uses any SNTP server as a time source. Supports multiple time servers, and indicates loss of network time source.

Visible up to 75 feet away for 2.5" models or 150 feet for 4" models.

Digit Colors - Red, Green, or White.

Static IP or DHCP support; Configuration via Web Browser.

Programmable Alarm Timing and Integral Alarm Relay. Five pin terminal with N.O. and N.C. contacts. A +12v DC output with maximum current of 50mA.

12 and 24 hour display formats with AM/PM indicators as well as displaying time and date.

Easy and flexible mounting options and setup w/ support for any time zone and daylight savings time requirement.

Black powder coated, 18 gage steel cases.

WiFi Specific: Power -> External power supply, 12V, 1W supply, 90-240VAC, 50/60Hz.

Antenna -> 2.2dbi dipole, magnetic mount, RP-SMA connector.

Frequency: 2.4GHz Band Only. Security Support: WEP, WPA, or WPA2 w/ pre-shared keys. WPA2 Enterprise is NOT supported.

Due to varied WiFi systems, we recommend compatibility testing before bulk purchase.

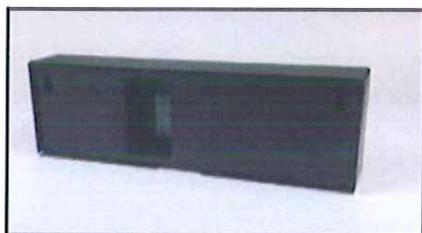
PoE Specific: Power -> 2.5": 4 digit = 5 Watts max. and 6 digit = 7 Watts.

Power -> 4.0": 4 digit = 8 Watts max. and 6 digit = 10 Watts max.

MOUNTING OPTIONS:



TimeMachines PoE and WiFi clocks can be mounted in many different ways. The standard clock has provisions for mounting to a wall and includes screws and plastic anchors. Other methods of mounting options include cantilevered, ceiling mounted, drop ceiling mounted, back to back dual clock mounting, and 19" rack mounting. (Not all models can be mounted in all ways) TimeMachines offers numerous kits to allow mounting in nearly any location. Please see our website for more application information, or contact us directly. We'll be happy to help.



Included Wall Mounting:

Two teardrop shaped holes exist on the backs of all models of clocks. For the 2.5" (4 and 6 digit) and the 4" (4 digit), the spacing is 12.5", and for the 4" (6 digit), the spacing is 16".



Rack Mount Kit:

Kit contains two "ears" that screw to the side of clock using existing case screws. Once mounted, screw clock into place within a standard 19" equipment rack. * 2.5" clocks only.



Dual Mount Kits:

2.5" Clocks -> (* both 4 and 6 digit)
4" Clocks -> (* 4 digit only)
Allow back-to-back mounting of two clocks. Top of mount has 3/4" pipe thread allowing for mounting configuration and cable routing.

* Warranty coverage is one year from date of shipment. TimeMachines liability under this warranty is limited to repairing or replacing the defective equipment, at TimeMachines discretion. TimeMachines will not cover any claim if it is found that the product has been subjected to abuse, used in a manner for which it is not designed or acts of nature beyond TimeMachines control such as, but not limited to, lightning strikes, power surges, misuse, neglect, or if unauthorized repairs have been made or attempted by anyone other than authorized personnel by TimeMachines. The standard warranty can be extended for an additional year with the purchase of the optional Service Agreement. In no event will TimeMachines be liable for any indirect, special, incidental, or consequential damages from the sale or use of this product. This disclaimer applies both during and after the term of the warranty. TimeMachines disclaims liability for any implied warranty, including implied warranties of merchantability.

* Specifications subject to change without notice. Check www.timemachinescorp.com for downloads/updates.

CLIENT PROJECT TIMELINE

Stage 1 Pre-sale

Prepare proposal & designs
Preliminary Site Plans
Schedule site visit
Determine initial costing
Assign project manager



Stage 2 Contracting / Invoicing

Final contract to customer
Send deposit invoice or
finalize financing plans



Stage 3 Pre-construction

Finalize drawings & submittals
Coordinate install timelines
Finalize subcontractor list
Coordinate any special site
considerations



Stage 4 Assembly

Prepare and prep final materials
Transport product to venue for
onsite assembly



Stage 5 Construction

Coordinate timeline of arrival
Work with facility staff to
ensure smooth install
Complete installation



Stage 6 Customer Service

Post-construction call w/ client
Schedule equipment training
Field customer questions
post-installation
Prepare final invoicing



DIGITAL SCOREBOARDS

All Insane Impact products are warranted to the original purchaser to be free of defects in products from date of purchase at the original installation location as follows. The purchase of Insane Impact product constitutes the Customer's acceptance of all warranty terms and conditions as listed in this limited warranty statement.

Product	Warranty Period	Coverage
LED Panels (DioPlex-HO, D, CG Models)	11-Years / 100,000 Hours* (whichever comes first)	Manufacturing Defects, Components, Pixel/IC Chip Failure (Parts Only)
Service Labor	5-Years (1,825 Days)	Manufacturing Defects, Internal Component Replacement, Diagnostic (Non-Maintenance)
Video Processors (NovaStar)	N/A	As warranted by NovaStar
Rigging Hardware/GSR	1-Year	Manufacturing Defects (Parts Only)
Cables & Accessories	30-Days	Manufacturing Defects (Parts Only)

*Hours based on constant ≤60% brightness.

During this period, Insane Impact will, at its discretion, repair or replace the defective component of a unit or replace it with a new or rebuilt one of equal model and product classification. Insane Impact will bear labor and shipping costs for all repairs completed by its authorized service personnel subject to exclusions within the stated warranty terms above. This warranty is not a maintenance contract. Registration is required to receive the terms of this warranty within 30 days of installation.

The warranty does NOT cover:

- Damage due to abuse, misuse, or accident.
- Improper installation workmanship by user or 3rd parties.
- Products used or installed in conditions or environments exceeding specified application type.
- Customer supplied power, data, or rigging.
- Units on which the product or its sticker has been removed or altered.
- Units that have been serviced or tampered by user or other unauthorized personnel.
- Labor for module or component installation replaced by user or integration personnel.
- Damage from exposure to extreme environmental/atmospheric conditions including but not limited to severe weather, natural disaster, salinity or pressure or other conditions which exceed the product's ingress protection rating.
- Failure to perform periodic maintenance of the product as specified by Insane Impact or its manufacturer.
- 3rd Party Installation, Hardware or Auxiliary Equipment
- Color and/or brightness consistency without compromising basic product functionality.

All implied warranties, including warranties on merchantability and fitness, are limited in time to the length of this warranty. The terms of this warranty are applicable to the original purchasing end-user and products installed at their original location. Any warranted products relocated from the original installation point shall be subject to review, on-site inspection and approval by Insane Impact to maintain the validity of this warranty

subject to local state laws, Marine/coastal and/or extreme outdoor environment installation and/or use must be pre-approved by Insane Impact's manufacturer, and a special corrosion-resistant coating and sealing process (available at an additional cost) is required to be applied to the fixture before installation and/or use. Such installation and/or use without Insane Impact's preapproval may void this warranty. Insane Impact & its manufacturer's liability is strictly limited to the repair and/or replacement of its product or component. Insane Impact shall in no way be held liable for incidental or consequential damages resulting from the use of their product or its software, including, without limitation, damages from loss of business profits, downtime costs, business interruption, loss of business information or other pecuniary loss. Insane Impact will ship repaired and/or replacement components best way at its sole discretion, purchaser is responsible for any expedited shipping costs.

RMA Procedures

To obtain an RMA, please contact support@insaneimpact.com or your designated representative with a written description of the problem you are experiencing to obtain an RMA number. Upon receiving an RMA number, the product/component must be packaged in original packaging or other suitable packaging that provides ample protection from ground/air shipping and provide your representative with packaging dimensions to receive an RMA shipping label. Include a brief description of the problem being experienced for the affected part/component being returned. The product/component must be returned in original, unaltered condition without accessories unless otherwise instructed to do so. Products returned for warranty service, which are received damaged due to inadequate and/or improper packaging and/or due to damage caused by shipping carrier may incur additional repair charges before warranty service begins and/or may void this warranty. Any products returned without a valid RMA will be refused and returned at the customer's expense. Failure to follow these RMA procedures may result in denial of warranty service or additional material/labor costs billable to the customer.

Non-Warranty Service

If it is determined that the product does not meet the terms of our warranty, you will be billed for labor and materials, as well as applicable shipping, insurance and travel costs. Appropriate shipping charges will be applied. Payment in advance of repair is required by credit card. Insane Impact will contact you and inform you of the cost of the repair before any work is completed.

Registration Information:

Original Purchaser: _____

Installing Dealer: _____

Email: _____ Phone: _____

Installation Address _____

City: _____ State: _____ ZIP: _____

Date of Installation Completion (mm/dd/yyyy): _____

Product: _____ Batch/Serial #: _____

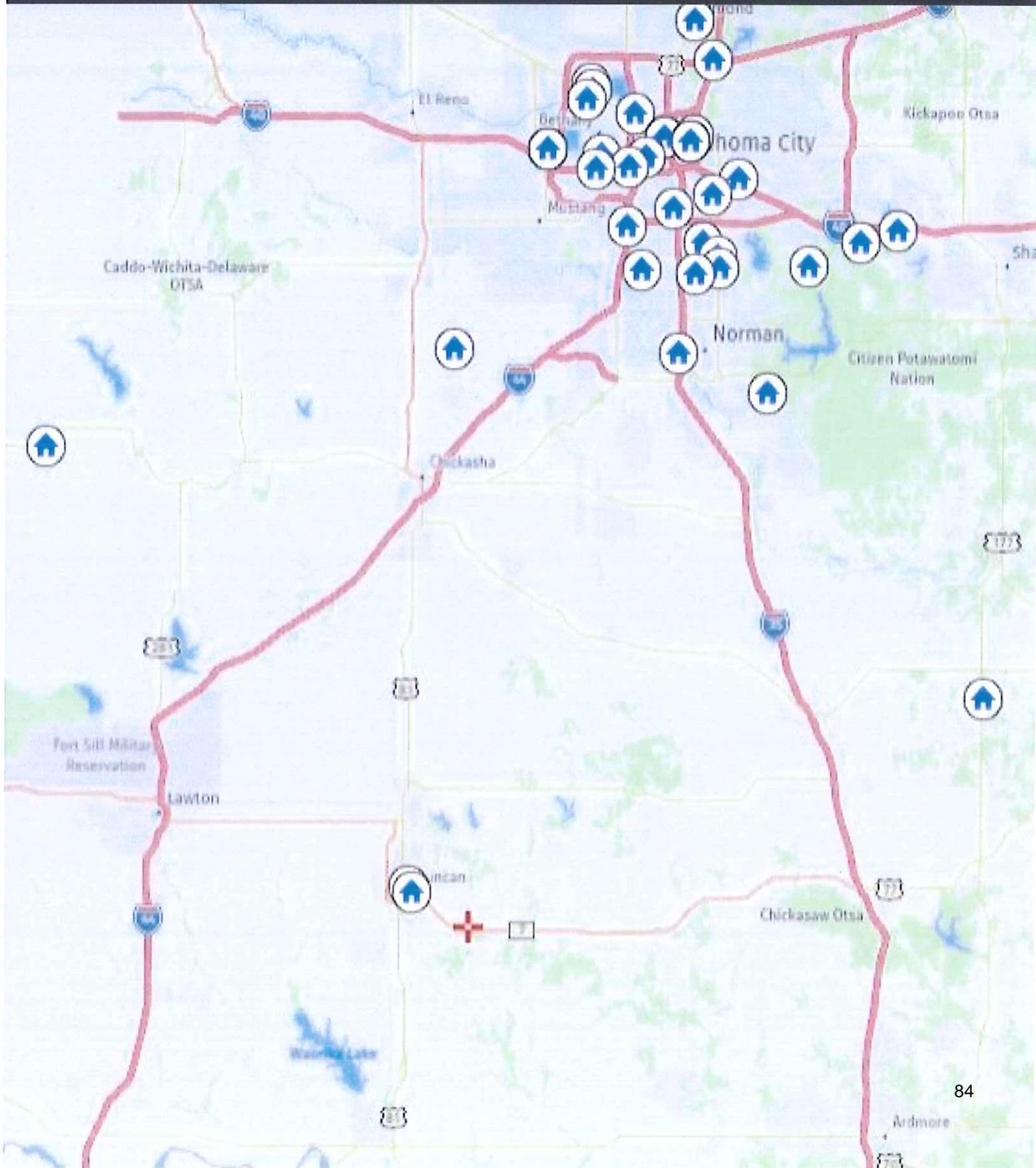
Screen Configuration: _____

Estimated Monthly Usage (Hours): _____

Signature of Acknowledgement: _____

_____ Date: _____

REGIONAL AUTHORIZED TECH LINK PARTNERS



TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions ("Terms and Conditions") govern the sale of products (each, a "Product") and installation, maintenance, and other ancillary services (each, a "Service") by Digital Scoreboards, LLC, to the customer set forth in the Sales Agreement ("Buyer"). As used herein, "Agreement" shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Sales Agreement to which these Terms and Conditions are attached; and
- All Change Orders properly executed as set forth herein.

Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement.

1. Proposal. The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Digital Scoreboards, LLC at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the "Sales Agreement," a valid binding and enforceable contract.

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded, or amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Digital Scoreboards, LLC representative. Such document shall be referred to as a "Change Order." In the event a Change Order is signed before Digital Scoreboards, LLC ships the Product to Buyer, Digital Scoreboards, LLC will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Digital Scoreboards, LLC ships the Product to Buyer, Digital Scoreboards, LLC will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Product and Services from Digital Scoreboards, LLC at the Price and on the Payment Terms set forth in the Sales Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Digital Scoreboards, LLC's request Buyer shall provide a tax exemption certificate in a form acceptable to Digital Scoreboards, LLC in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Digital Scoreboards, LLC does not waive by the exercise of any rights hereunder), Digital Scoreboards, LLC shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Digital Scoreboards, LLC, whether relating to Digital Scoreboards, LLC's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Digital Scoreboards, LLC and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all Orders in the Continental USA, the Product is sold FOB Digital Scoreboards, LLC's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Digital Scoreboards, LLC's placement of the Product into the carrier's possession. Digital Scoreboards, LLC will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Digital Scoreboards, LLC will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Digital Scoreboards, LLC. Delivery or shipping dates are approximate only and merely represent Digital Scoreboards, LLC's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Digital Scoreboards, LLC of all necessary manufacturing, shipping, and delivery information. Digital Scoreboards, LLC is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage, or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Digital Scoreboards, LLC's placement of the Product into the carrier's possession and Digital Scoreboards, LLC will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Digital Scoreboards, LLC in all matters relating to the Services, provide access to the Site and provide such other accommodations as Digital Scoreboards, LLC may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Digital Scoreboards, LLC for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Digital Scoreboards, LLC to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Digital Scoreboards, LLC may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Digital Scoreboards, LLC with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Digital Scoreboards, LLC. In the event Digital Scoreboards, LLC arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Digital Scoreboards, LLC, then Buyer will bear the cost of Digital Scoreboards, LLC's demobilization, delay, and remobilization; Digital Scoreboards, LLC will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Digital Scoreboards, LLC provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Digital Scoreboards, LLC's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high-water levels; in the event Digital Scoreboards, LLC encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Digital Scoreboards, LLC will suspend all Services related to the Install and will issue a Change Order. Digital Scoreboards, LLC will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Digital Scoreboards, LLC explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Digital Scoreboards, LLC harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Digital Scoreboards, LLC recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Digital Scoreboards, LLC control or management software applications that are available on the Product (the "Software"), Digital Scoreboards, LLC grants to Buyer, for so long as Buyer owns Product, a limited, nontransferable, nonexclusive, non-sublicensable license to (a) use the Software only as installed on and in connection with the Product and Digital Scoreboards, LLC's ownership thereof; and (b) use the user documentation provided by Digital Scoreboards, LLC in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Digital Scoreboards, LLC will provide standard support for such Software for one (1) year from the date of shipment of the Product from Digital Scoreboards, LLC's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Digital Scoreboards, LLC's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Digital Scoreboards, LLC shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Digital Scoreboards, LLC may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Digital Scoreboards, LLC and all rights therein (collectively, "Intellectual Property") will remain the property of Digital Scoreboards, LLC and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Digital Scoreboards, LLC upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Digital Scoreboards, LLC will issue a Change Order including an invoice for the cost of the delay.

12. Security Interest. As collateral security for Buyer's full payment to Digital Scoreboards, LLC of all amount(s) that may become due under this Agreement, Buyer hereby grants Digital Scoreboards, LLC a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Digital Scoreboards, LLC at any time and from time to time while such security interest is in effect to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

13. Limitation of Liability.

(a) IN NO EVENT SHALL DIGITAL SCOREBOARDS, LLC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIGITAL SCOREBOARDS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL DIGITAL SCOREBOARDS, LLC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO DIGITAL SCOREBOARDS, LLC FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Digital Scoreboards, LLC's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Digital Scoreboards, LLC's gross negligence or willful misconduct.

15. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Digital Scoreboards, LLC and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Digital Scoreboards, LLC by reason of or alleging any unauthorized or infringing use by Digital Scoreboards, LLC of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Digital Scoreboards, LLC at Buyer's direction.

16. Delay. Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Digital Scoreboards, LLC be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Digital Scoreboards, LLC including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Digital Scoreboards, LLC has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

17. Use of Image. Digital Scoreboards, LLC may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

18. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

19. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

20. Applicable Law. Limitations. This Agreement is being delivered in, performable in, and shall be governed, construed, enforced, and interpreted by, through and under by the laws of the state of Florida, without regard to conflict of laws principles that would cause the application of laws of another jurisdiction. For the purpose of any action or proceeding arising out of or relating to this Agreement, Buyer hereby irrevocably submits to the exclusive personal jurisdiction and venue of the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens, along with irrevocably agreeing that all claims in respect to such action or proceeding may be heard and determined exclusively in any such court. Buyer agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdiction by suit on the judgment or in any other manner provided by applicable law. Buyer irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by applicable law. Notwithstanding the foregoing, Digital Scoreboards, LLC will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Digital Scoreboards, LLC, must be commenced within one (1) year of the event giving rise to the legal action.

21. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Digital Scoreboards, LLC. Any attempted assignment not in conformity with this Section 23 is void.

22. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Digital Scoreboards, LLC in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Digital Scoreboards, LLC hereunder.

23. No Waiver. All remedies of Digital Scoreboards, LLC hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Digital Scoreboards, LLC to enforce or exercise any provision of this Agreement shall not constitute a waiver of that right or provision.

EXCLUDED ITEMS

Permitting	Local or State Permitting, if Required
Engineering	Structural Engineering, if Existing Structure
Geotechnical	Soil Test or Geotechnical Report, if Required
Power	Providing conduit, power, and breaker panel to base of digital display
Communications	Providing conduit and fiber with terminations between display and pressbox
Utility Locates	Public and Private Utility Locates
Internet	Hard-Line Internet to Control Rack (required for control system, diagnostics and service)
Bonding	Performance Bonding, if Required
Sales Tax	Sales Tax, if Applicable (if exempt a certificate must be supplied with order)

SURFACE CLAUSE

The installation portion of the enclosed proposal does not include ground protection or ground repair from normal wear and tear to the surface of the ground during installation. Due to equipment mobilization, construction, and installation of this outdoor digital scoreboard normal ground disruption is expected and repair is not included.

SUBSURFACE CLAUSE, if NEW CONSTRUCTION

The installation portion of the enclosed proposal is calculated based upon normal site access with no obstructions and average bearing soil. No allowance has been made for rock, water, or abnormal soil or site conditions. If a problem is encountered, a customer representative will be contacted with corrective measures being taken on a time, equipment, and material basis to complete the project. Any such change order due to a subsurface issue will be invoiced upon the conclusion of the project.

RETROFIT INSTALLATION CLAUSE, if EXISTING STRUCTURE

The installation portion of this installation is quoted site unseen. Upon a successful site visit, either before or at the time of installation, structure upgrades or corrective measures are required, a School Representative will be contacted prior to proceeding and the required upgrades will be discussed and agreed to on a time and material basis. The subsequent change order will be invoiced upon the completion of the project.

CONTRACT AMOUNT

Total Contracted Amount

\$

TERMS

Payment Terms

Progress Payments with Monthly Submittals

Deliver & Install

10-12 weeks from approved contract and approved art

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 Digital Scoreboards LLC
 333 S. Tamiami Trail #283
 Venice, FL 34285

OWNER:

(Name, legal status and address)

Duncan Public Schools
 1740 W. Spruce Ave
 Duncan, OK 73533

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
 Halliburton Stadium - Stadium Scoreboard

SURETY:

(Name, legal status and principal place of business)
 Old Republic Surety Company
 PO Box 1635
 Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2024

	Digital Scoreboards LLC _____ (Principal)	_____ (Seal)
_____ (Witness)	_____ (Title), Old Republic Surety Company _____ (Surety)	_____ (Seal)
_____ (Witness)	_____ (Title) Nicole M. Coty	_____ Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On the _____ day of _____, before me personally appeared, _____ to me, who being duly sworn, did depose and say: that s/he resides in _____ that s/he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

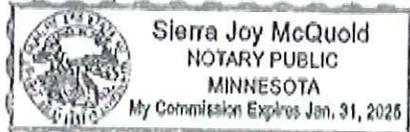
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 18th day of April, 2024 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Old Republic Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



Sierra McQuold
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: NICOLE M. COTY, STACY R. GRUBA, ELIZABETH ENCINAS, ERIN J. POHLMAN, JACQUELINE RILEY, AMANDA PLANTENBERG, JESSICA A. OLSON, VALERIJ. EIDE, JAMIL. JOHNSON, MICHELLE SINCLAIR, A.J. KRIST, MUYTA A. ENOKSEN, TORI DORIS MILLER, MARLENA POPE,

KRISTIE REYNOLDS, JEFFREY R. SKAAR, MARK A. THUNE, SIERRA MCQUOID of MENDOTA HEIGHTS, MN its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 16, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0171

Signed and sealed at the City of Brookfield, WI this 18th day of April, 2024.

OREC 22252 (3-06)

Karen J. Haffner
Assistant Secretary 92

BY SIGNING THIS DOCUMENT, BOTH PARTIES ACCEPT THE PACKAGE DETAIL AND TERMS AND CONDITIONS ENCLOSED

Customer	Company
Duncan Public Schools	Digital Scoreboards, LLC
1740 W. Spruce Ave.	219 S. Main Street
Duncan, OK 73533	Columbia, IL 62236
Dr. Channa Byerly, Superintendent	Chris Kirn, President / CEO
Signature	Signature
Title	Title
Date	Date

SCHEDULE A

05/06/24

RETIREMENT				
Last Name	First Name	Site/Assignment	Years of Service	Effective
Smith	Carrie	Cafeteria - Server/Helper	17	5/24/2024

RESIGNATIONS				
Last Name	First Name	Site/Assignment	Years of Service	Effective
Blalock	Sidni	MT/Art Teacher	-	4/23/2024
Glasscock	Christy	DMS/Secondary Principal	18	6/30/2024
McFatrige	Hope	DHS/Special Education Teacher	9	5/24/2024
Morphew	Heather	HM/4th grade Teacher	12	5/24/2024
Ryan	Mike	DMS/Assistant Secondary Principal	2	6/20/2024
Seiter	Megan	HM/Kindergarten Teacher	3	5/24/2024
Grigsby	Michelle	Cafeteria - Server/Helper	-	4/29/2024

EMPLOYMENT				
Last Name	First Name	New Position	Pending	Contract
		Secondary Principal (2024-25)	Background	Admin

ADJUNCT TEACHERS				
Last Name	First Name	Position	Site	

CONTRACT CHANGES				
Last Name	First Name	Site Assignment		Effective
Kelly	Kevin	from 11 mo Assistant Principal to 12 mo Athletic Director		7/1/2024

EXTRA-DUTY CONTRACT CHANGES				
Last Name	First Name	New Position		
Dotson	Jordan	add MS Head Baseball		

NOTICE OF MEETING

[Special, Emergency, Canceled, Continued, Reconvened or Rescheduled Regular Meeting]

TO BE FILED IN THE OFFICE OF THE COUNTY CLERK
DUNCAN, OK

fax (580) 255-0991

DATE: Monday, May 6, 2024 at 5:30 P.M.

STATE PUBLIC BODY: Board of Education, I-001, Duncan, OK - Stephens County

ADDRESS: P.O. BOX 1548, 1740 W Spruce, Duncan, OK 73534-1548

TELEPHONE: (580) 255-0686

FAX: (580) 252-2453

		DATE	TIME	PLACE
SPECIAL MEETING	X	05/06/2024	5:30 P.M.	Duncan Public Schools Administration Office 1740 W Spruce Duncan, OK 73533
EMERGENCY MEETING				
CANCELED MEETING				
CONTINUED MEETING				
RECONVENED MEETING				
RESCHEDULED MEETING				

STATE OF OKLAHOMA
 STEPHENS COUNTY
 REC'D & FILED
 2024
 APR 25 PM 2:35
 JERRY MOORE
 COUNTY CLERK
 DEPUTY

REMARKS: Special Board Meeting of the Duncan Public Schools Board of Education
 Monday, May 6, 2024 at 5:30 P.M.
 Duncan Public Schools Administration Office
 1740 W Spruce
 Duncan, OK 73533

NAME OF PERSON REPORTING & DATE: Kelly Henderson

04/25/2024

TITLE: Board Clerk, Duncan Public Schools Board of Education

SIGNATURE: *Kelly Henderson*